

# CASCADE COUNTY COMMISSION MEETING 325 2<sup>nd</sup> Avenue North, Great Falls, MT Commission Chambers, Room 105 or via Zoom Webinar April 12, 2022 - 9:30 a.m.



The Board of Cascade County Commissioners will be broadcasting the Commission Meeting via Zoom.

Webinar participants must register in advance for the Commission Meeting:

https://us02web.zoom.us/webinar/register/WN Q jP ezpT7yOAfzRGtT-Bw

After registering, you will receive a confirmation email containing information about joining the webinar. If you need dial in access: 888 788 0099 (Toll Free) or 877 853 5247 (Toll Free) Webinar ID: 866 1135 8661 Password: 841654

**Agenda Topics:** 

Call to Order:

Chairman Briggs

Pledge of Allegiance:

Please note the Agenda order is tentative and subject to change by the Board without prior notice.

Therefore, members of the public are encouraged to be in attendance at the time the meeting is scheduled to begin.

Public comment during public participation is limited to a maximum seven minutes.

Read Weekly Calendar and Report of Approved Purchase Orders and Accounts Payable Warrants.

**Consent Agenda:** The Consent Agenda is made up of routine day-to-day items that require Commission action.

Any Commissioner may pull items from the Consent agenda for separate discussion/vote.

(A) Approval of Minutes and Minute Entries: March 22, 2022

#### **Board Re-Appointments**

Vacancy (2)	Term Expiration 04/30/2025
Vacancy (1)	Term Expiration 04/30/2025
<u>Vacancy</u>	Term Expiration 06/30/2025
	(2) Vacancy (1)

**Resolution 22-22:** Budget Appropriation within the Printer Fund #6020 increasing budget authority to purchase a Formax ColorMax envelope printer from existing reserves. Total Amount: \$26,000.

**Contract 22-32:** Agreement between Cascade County Weed & Mosquito District and JHS. Inc. to provide mosquito abatement services via aerial application and to secure, maintain and pay for all permits/fees/licenses. Cost: \$6,500 toward mobilization costs, \$15.50/per acre for aerial granular applications and \$15.50/per acre for liquid aerial applications. \$650/per hour for aerial adulticiding (1 hour minimum).

<u>Contract 22-42</u>: Bureau of Justice Assistance (BJA), Bulletproof Vest Partnership (BVP) Award. Reimbursement is 50% on Bullet Proof Vest receipts purchased between April 1, 2020 - August 31, 2022. FY 2020 Award: \$12,025. County Cost: \$12,025. Total Cost for 20 Bullet Proof Vests: \$24,050. (Renewal)

<u>Contract 22-38</u>: Bureau of Justice Assistance (BJA), Bulletproof Vest Partnership (BVP) Award. Reimbursement is 50% on Bullet Proof Vest receipts purchased between April 1, 2021 - August 31, 2023. FY 2021 Award: \$6,800. County Cost: \$6,800. Total Cost for 17 Bullet Proof Vests: \$13,600. (Renewal)

#### City- County Health Department

Contract 22-35: MT DPHHS Supplemental to Task Order #22-25-8-1-167-0, Healthy Montana Families Program for Cascade City-County Health Department (ARPA Funded). Purpose: Provide additional funding for prepaid gift cards, emergency expenses, technology supplies and staff development for a HMF Home Visiting Local Implementing Agency. Effective: March 1, 2022 - September 30, 2022. Additional Funding: \$4,275. (Ref: Contract 21-154, R0420012)



#### CASCADE COUNTY COMMISSION MEETING 325 2<sup>nd</sup> Avenue North, Great Falls, MT Commission Chambers, Room 105 or via Zoom Webinar April 12, 2022 - 9:30 a.m.



10.	Adjournment.	
9.	Public comment on any public matter that is not on the meeting agenda, and that is within the Commissioners' jurisdiction. (MCA 2-3-103)	
8.	Motion to Approve or Disapprove  Resolution 22-23: Budget Appropriation within the Delivered Meal Program Fund #2983, recognizing the revenue from the Wilbert Graf bequest for Meals on Wheels and to transfer the donation for Delivered Meal Program to capital reserves.  Total Amount: \$108,890. (Ref: Resolution 21-77, R0422693)	Kim-Thiel Schaat Aging Services Director
7.	Motion to Approve or Disapprove  Contract 22-40: Building for Lease or Rent Application, Storage Facility Location: 3100 Old Havre Highway, Black Eagle, MT Parcel #2607900 Tract A, in Section 36, Township 21 North, Range 03 East, P.M.M. Cascade County, MT Applicant: Black Eagle Storage, LLC	Kevin Angland Planning
6.	Motion to Approve or Disapprove  Contract 22-41: Building for Lease or Rent Application, Proposed: Mini Storage Facility. Location: 38 Sapphire Lane, Great Falls, MT+ Lot 4, Block 1 of the Foothills Ranch Commercial Subdivision, Section 13, Township 20 North, Range 04 East, P.M.M., Cascade County, MT Applicant: Keith Schermele	Amber Hobbs Planning
5.	Motion to Approve or Disapprove Contract 22-39: Purchase one (1) 18' Trailer, 3-Station Restroom/Shower Combo from Satellite Industries, Inc. for use at ExpoPark. Total Cost: \$61,418.00	Les Payne Public Works Director
4.	Motion to Approve or Disapprove  Contract 22-36: MT Department of Commerce Montana Coal Endowment Program  MT-MCEP-CG-23-248, Project: Replacement of the Armington Bridge  Total Award shall not exceed: \$750,000.00	Les Payne Public Works Director
3.	Motion to Approve or Disapprove Contract 22-37: TD&H Engineering Proposal for Engineering Services for Roof Replacement at MT ExpoPark for the Pacific Steel & Recycling Arena and the Exhibition Hall. Total Cost: \$132,000.00	Les Payne Public Works Director
2.	Motion to Approve or Disapprove Contract 22-34: United Materials Bid Proposal for the Black Eagle Overlay Project. Total Cost: \$1,429,530.50	Les Payne Public Works Director
1.	Motion to Approve or Disapprove  Contract 22-33: Acceptance of the Body Worn Camera Grant Award #28568803.  Funding will be used for body cameras, installation and training for the Cascade County Sheriff's Office. Effective: January 1, 2022 - December 31, 2024.  Total Federal Award: \$100,000.00 (County Match: \$100,000.00) (reimbursable)	UnderSheriff Cory Reeves Sheriff's Office

AGENDA #	<b>#</b>	DATE	

### AGENDA REPORT

Prepared for the

#### **CASCADE COUNTY COMMISSION**

ITEM Approved checks issued since 3/12/2022

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks #3128112 through #318300 for an A/P total of \$ 325,267.60 dated 03/12/2022 through 3/18/2022.

A listing of all paid checks is available in the Cascade County Commissioners Office.

AGENDA #	DATE	
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### **AGENDA REPORT**

Prepared for the

#### **CASCADE COUNTY COMMISSION**

ITEM Approved checks issued since 3/18/2022

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks #318301 through #318436 totaling \$ 281,126.59 and EFT #9102312 through #9102327 totaling \$ 340,935.91 for an A/P total of \$ 622,062.50 dated 3/18/2022 through 3/25/2022.

A listing of all paid checks is available in the Cascade County Commissioners Office.

#### CASCADE COUNTY COMMISSION MEETING March 22, 2022

## Via Zoom and Conference room attendees 9:30 A.M.

Commission Journal #62

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Recorders Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. These are in draft form until officially approved on April 12, 2022.

**Commission:** Chairman Joe Briggs, Commissioner Jim Larson, and Commissioner Don Ryan.

Staff: Carey Ann Haight- Chief Deputy Attorney, Phoebe Marcinek-County Attorneys, Les Payne- Public Works Director, Sandy Johnson- CCHD, Kim Theil-Schaaf- Aging Director, Diane Heikkla- Treasurer, Mary Embelton-Finance, Bonnie Fogerty-Commission and Marie Johnson -Deputy Clerk & Recorder

Attendees Via Zoom: Nicole Girten, Adam Gill, Ted Stimac, Richard Liebert, David Saslav, Jenn Rowell, Jennisse Walters, Lori Benjamin, Matt Epstein, and Rae Grulkowski, and 1-406-788-3204.

Public present: Seth Lutter, and Andrew Finch.

Call to Order: Chairman Briggs called the meeting to order. 00:01

Reading of the Commissioners' calendar: Bonnie Fogerty read the calendar. 01:14

Purchase orders and accounts payable checks: See agenda for payment information.

Commissioner Larson made a MOTION to approve purchase orders and accounts payable warrants. Motion carries 3-0 02:05

Treasures Report: Diane Heikkla read the Treasurers Report. 02:40

Consent agenda: Routine day-to-day items that require Commission action. Any Commissioner may pull items from the Consent Agenda for separate discussion/vote.

Approval of the Minutes and Consent Agenda Items: Commissioner Larson made a MOTION to (A) Approve minute entries March 2, 2022, and March 10, 2022. (B) Approval of Routine Contracts as Follows:

<u>Contract 22-25:</u> Interlocal Agreement and Noxious Weed Management Plan between City of Great Falls and Cascade County Weed Management District. Effective: Date of Signing (renewal) 06:05

<u>Contract 22-26:</u> Contract to engage Dorsey & Whitney, LLP as Bond Counsel Relating to the Cascade County Solid Waste Facility Revenue Bonds for the Montana Renewables, LLC Project. 06:19

Contract 22-29: 2018 Great Falls Area Long Range Transportation Plan Minor Amendment #2. (Ref: Contract 18-209, R0365879, Contract 19-92, R0373343) 06:30

<u>Contract 22-31:</u> Proposal from All American Pest Control Services, Inc of Great Falls, MT for pest control at the MT ExpoPark located at 400 3rd Street NW, Great Falls MT. Total Cost: \$3500.00 06:51

#### CITY/COUNTY HEALTH DEPARTMENT

Contract 22-27: NEHA-FDA SAVA Workshop, Grant Number G-OATR-202111-01393 Purpose: To provide funding for the division to attend the Self-Assessment and Verification Audit Workshop in Spokane, Washington. Effective: February 1, 2022 - December 31, 2022. Total Amount: \$3,600.00 07:52

Contract 22-28: NEHA-FDA Self-Assessment of 9 Standards, Grant Number G-BDEV-202111-01364 The purpose of this grant is a development base to complete a Self-Assessment of all 9 Retail Food Program Standards. Effective: February 1, 2022 - December 31, 2022. Total Amount: \$5,000.00 08:24

Motion carries 3-0 to approve items on the consent agenda 09:29

#### Agenda Item #1

Motion to Approve or Disapprove

Resolution 22-19: A resolution requesting that the Montana Department of Transportation/Federal Transit Authority remove their secured interest from the property at 1801 Benefis Court in Cascade County. 08:10

Kim Theil-Schaaf read the synopsis for this resolution. 09:56

Commissioner Larson made a <u>MOTION</u> to approve Resolution #22-19, accepting the appraisal done on the property at 1801 Benefis Court and requesting that MDOT/FTA remove the secured interest cloud from the title. **Motion carries 3-0** 17:27

#### Agenda Item #2

Motion to Approve or Disapprove

**Resolution 22-20:** A resolution requesting distribution of Bridge & Road Safety & Accountability Program funds. Total MDT funds requested: \$251,587.69 County Match 5%: \$12,579.38 17:39

Les Payne read the background on this resolution, 18:02

Commissioner Ryan made a <u>MOTION</u> to approve Resolution 22 – 20, a resolution requesting distribution of Bridge and Read Safety and Accountability Act Program Funds. **Motion carries 3-0 21:13** 

#### Agenda Item #3

Motion to Approve Disapprove

Contract 22-30: Bid Proposal from United Materials of Great Falls, Inc. for culvert improvements located at 21st Street NE & Colorado Avenue NE. Total Cost: \$55,400.00 21:43

Les Payne read the background on this Contract. 22:03

Commissioner Ryan made a <u>MOTION</u> to approve Contract 22-30, proposal from United Materials of Great Falls, Inc. for the culvert improvements locate at 21st Street NE &

Colorado Avenue NE, for a total cost of \$55,400.00 and instruct staff to complete the contracting process. 24:29

#### Agenda Item #4

**Public Hearing** 

Motion to Approve or Disapprove

Resolution 22-21: A Resolution to establish a Cascade County-Wide PACE Program 24:58

#### Close the Commission Meeting:

Chairman Briggs closed the Regular Commission Meeting at 9:57 a.m.

#### Open the Public Hearing:

Chairman Briggs opened the Public Hearing at 9:57 a.m.

#### Waived Reading of Public Notice:

The reading of the Public Notice was waived without objection. 25:31 (See Exhibit A)

#### Staff Report:

Carey Ann Haight provides Staff Report. 25:55 – 29:57

Call for Written Testimony: Chairman Briggs entered three (3) emails for the record (See Exhibits B, C, D). 30:45

#### Call for Proponents:

Chairman Briggs called for Proponents. 30:55

Seth Lutter spoke in favor of this resolution. 31:03

Richard Liebert spoke in favor of this resolution. 32:23

David Saslav spoke in favor of this resolution. 35:58

Chairman Briggs called for Proponents, three times with no response. 36:29 Call for Opponents:

Chairman Briggs called for Opponents, three times with no response. 36:54

#### **Call for Informational Witnesses:**

Chairman Briggs called for Informational Witnesses, three times with no response. 37:09

#### Close to Public Hearing:

Chairman Briggs closed the Public Hearing at 10:09 a.m.

#### Resume Regular Commission Meeting:

Chairman Briggs re-opened the Commission Meeting at 10:09 a.m.

Commissioner Larson made a <u>MOTION</u> to approve Resolution to establish a Cascade County Wide Pace Program 37:33 Motion carries 3-0 38:08

Public Comment on any public matter that is not on the meeting agenda, and that is within the Commissioners' jurisdiction. (MCA 2-3-103)

Richard Liebert shared his thoughts during this public comment opportunity.

Adjournment: Chairman Briggs adjourned this Commission Meeting at 10:12 a.m.

# Agenda Action Report prepared for the Cascade County Commission

ITEM:

**Historic Preservation Advisory Commission** 

PRESENTED BY:

Commission

<u>Applicants</u>	Vacancy (2)	Term Expires: April 30, 2025
B.F. "Chris" Christiaens		(Requesting Re-Appointment)
Suzanne Waring		(Requesting Re-Appointment)

#### Background:

The Great Falls/Cascade County Historic Preservation Advisory Commission provides a leadership role in the preservation of cultural, historic, and prehistoric sites, structures, buildings and districts within the City and County. The Historic Preservation Program promotes the preservation of historic and prehistoric sites, structures, buildings, and districts through the identification, evaluation and protection of historic resources within the jurisdiction of Cascade County and the City of Great Falls. The HPAC Board consists of four members appointed by the Board of County Commissioners, four appointed by City commission and one who has professional architectural expertise as appointed by the commission by a majority vote. Members shall have expertise/qualifications in one or more of the following areas: history, planning, archaeology, architecture, architectural history or other preservation –related discipline such as cultural geography or cultural anthropology. Ownership of property listed in the National Register of Historic places may also qualify a person to serve on this commission. The HPAC meets at noon on the second Wednesday of each month in the Civic Center.



### CASCADE COUNTY BOARD APPLICATION

Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2nd Avenue North, Great Falls, MT. 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

qualifications for serving	on a County Government Board.
(Please Print or Type)	Date_February 18, 2022
NAME_ B.F. "Chris" C	nristiaens
TELEPHONE (Home)_	452-0032 (Work) (Cell) 590-4406 (E-Mail) chrischristiaens83@gmail.com
CURRENT ADDRESS 600 36th S	Street South Great Falls, MT 59405
ANTONIO DE LA CONTRACTOR DEL CONTRACTOR DE LA CONTRACTOR	ice (Elected or Appointed) Elected State Senator
Previous Volunteering or	County Boards Grace Home, St Vincent de Paul, St Ann's Soup Kitchen
Holy Spirit Bereaveme	nt
Current Volunteering or	County Boards Historic Preservation Advisory Board Member
Eamily Promise Pea P	od & Westside Community Gardens, Social Justice Committee
- anny i formes, i su i	
Current Employer_Retired	
Education_MHS	
Education	
Diseas indicate which o	f the following Boards/Trustee positions you are interested in.
Mark 1st, 2nd, 3rd choic	es below.
Board of Health	Fire Fee Service Area Planning
Compensation	Great Falls Airport Authority Tax Appeal
DUI Task Force	Great Falls Transit Weed Board
Fire District Area	Historic Preservation Advisory Zoning Board of Adjustment
Library Trustee	Other
Please list special experi (Additional information,	ence or education you may have for serving on any of the boards comments or resume may be added to the back of this form.)
Requesting re-appoir	ntment to the Historic Preservation Advisory Board.
13 years Adjunct Prof	essor, Taught Behavorial Health, Grants Writing, Addictions Counseling
Chaired Homeless Ou	treach in City of Great Falls

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### CASCADE COUNTY BOARD APPLICATION

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quantications for serving on a County Government Board.
(Please Print or Type) Date_February 24, 2022
NAME_ Suzanne Waring
TELEPHONE (Home) 453-7771 (Work) (Cell) 788-8091 (E-Mail) swaring7@bresnan.net
CURRENT ADDRESS 313 - 25th Avenue South Great Falls, MT 59405
Previous Public Experience (Elected or Appointed) N/A
Previous Volunteering or County Boards BOD Embark Federal Credit Union
GF Falls College MSU Development Board
Current Volunteering or County Boards Historic Preservation Advisory Board Member
Current Self Employed Writer Employer
Education Doctoral Degree in Adult, Community and Higher Education, M.A. in English
Please indicate which of the following Boards/Trustee positions you are interested in. Mark 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> choices below.
Board of Health Fire Fee Service Area Planning
Compensation Great Falls Airport Authority Tax Appeal
DUI Task Force Great Falls Transit Weed Board
Fire District Area  Historic Preservation Advisory  Zoning Board of Adjustment
Library Trustee Other
Please list special experience or education you may have for serving on any of the boards (Additional information, comments or resume may be added to the back of this form.)  Research, Serving on interviewing committees, writing articles.
Requesting re-appointment to the Historic Preservation Advisory Board.

Suzanne Waring 313 – 25<sup>th</sup> Avenue South Great Falls, MT 59405 406-453-7771 or 406-788-8091 swaring7@bresnan.net

#### Suzanne Waring's Resume

Writing Background: From 2011-2016 I wrote at least one article for every issue of the quarterly magazine, *Best of Great Falls*. Of those articles many were on historical aspects of the city, such as the "Super House on South Seventh Street," "Augusta Ariss, Director of the Great Falls Deaconess Hospital, and "Early Entrepreneur, William G. Conrad." This magazine has recently ceased publication. I worked with and got to know people at the History Museum, Great Falls Genealogy Society, Great Falls Public Library, area libraries, and Montana Historical Society during my search for information and photos.

From 2008-2022 I have written for another regional quarterly, *Signature Montana*, a publication of Winston Publishers. For them I have written about historical aspects of Montana, such as the *Whoop-Up Trail* and business articles, such as about Smoot Honey in Power, Montana. I have written the agricultural article for almost every issue. For example, I just finished an article on giving "Needle-Free Vaccinations to Cattle." Winston Publishing's other publication, *Farm406*, has articles written by me in almost every issue. In this last issue I interviewed people and wrote an article about two new agricultural cooperatived being developed in Montana. Writing these articles involved both telephone and person-to-person interviews.

Other publications I have written for are the *Montana Quarterly* and *Magic*, the publication of the *Billings Gazette* and the *Great Falls Tribune's* "What Women Want," and "College101." Between 2003-2008 a bulk of my time was spent writing articles for *Great Falls Tribune's* supplements under the supervision (and tutelage) of Eric Newhouse, winner of the Pulitzer Prize.

For several years I wrote articles for the Great Falls College - MSU annual report.

I have written, formatted, self-published, and marketed three books: Just prior to the pandemic I wrote the book *Montana Pioneers: Creating a Community* that is a compilation of bios of early Great Falls pioneers. This last year I worked with Paris Gibson's great great-grandson in researching and writing the story behind the development of the C.M. Russell museum and home in *C.M. Russell Memorial and Those Who Lived There.* Prior to that I wrote three additional books, one titled *Searching for a Special Place*, in 2012, about a year of my childhood.

I had a short story published by *Mature Years* magazine, two with Adams Media and one with *Chicken Soup for the Soul*.

**Education:** I hold an Ed.D. in Adult, Community, and Higher Education from Montana State University, an M.A. in English from The University of Montana, a B.S. in Social Science (with an emphasis on history) from Pittsburg State University, Pittsburg, Kansas, and an A.A. from Neosho County Community College, Chanute, Kansas.

**Professional Background:** The bulk of my first profession was as an English instructor at Great Falls College-Montana State University. In 1992 I became the Director of Outreach and Distance Learning. I built distance learning into a strong state-wide program that resulted in 20 percent of the college's offerings. I also oversaw customized training and the evening offerings at the college. Early in my career, I taught high school and junior high English. I have hosted a television show on the local access channel and served as a consultant and workshop facilitator on educational issues. I retired with the plan to write, which has been fantastic.

**Community Involvement:** From 2001-2011, I was a volunteer director of a 72-million dollar credit union in Great Falls. For two of those years, I held the board chair position. I received the Athena award from the Great Falls Area Chamber of Commerce for outstanding contributions to the community and the outstanding educator award from the YWCA. I oversee the restoration of a church parsonage that was once home of Brother Van who was an early circuit-riding pastor in Montana.

Hobbies: I am a master gardener.

**Other Pertinent Information:** My husband and I have lived in Great Falls for over fifty years.

# Agenda Action Report prepared for the Cascade County Commission

ITEM:

**Tax Appeal Board Appointment** 

PRESENTED BY:

Commission

Applicant	Vacancy (1)	Term Expiration: April 30, 2025
Art Dickhoff		(Requesting Re-Appointment)

#### Background

The Cascade County Tax Appeal Board is a three (3) member board appointed by the County Commissioners. Board members serve staggered three-year terms. The County Tax Appeal Board hears protests concerning assessments made by the Department of Revenue in accordance to rules prescribed by the State Tax Appeal Board. The primary purpose of the County Tax Appeal Board is to review the market value assigned by the Department of Revenue and to determine if taxed property is correctly appraised at 100% market value. Disputed decisions of the County Tax Appeal Board are submitted to the State Tax Appeal Board. Members of the County Tax Appeal Board should possess a clear understanding of market value, costs of construction, and the concept of capitalization of income. Appointees to this Board should be flexible for scheduling of tax appeal hearings.



# CASCADE COUNTY BOARD APPLICATION



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quantitations for set ving on a county devertiment board.
(Please Print or Type) Date March 17, 2022
NAME Arthur W. Dickhoff
NAME
TELEPHONE (Home) 452-5168 (Work) (Cell) 788-2660 (E-Mail) adickhoff@gmail.com
CURRENT 1536 Meadowlark Drive, #3B Great Falls, MT 59404
Previous Public Experience (Elected or Appointed)  MT Advisory Council US Commission, Civil Rights GF Chamber of Commerce, Chairman.
Great Falls Chamber of Commerce, MT League of Savings Institutions, MT Bankers Association Mortgage Committee, BOD NW University, Kirkland WA
Previous Volunteering or County Boards  County Tax Appeal Board, City of GF Zoning Board of Adjustments
Lewis & Clark Interpretive Center (planning/fund raising), Giant Springs Heritage Park Commission
Current Volunteering or County Boards Tax Appeal Board (Chairman)
Current Employer Self-Employed Insurance Broker, Retired Banker
Education Graduate - National Mortgage School Ohio State University
Please indicate which of the following Boards/Trustee positions you are interested in. Mark 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> choices below.
Board of Health Fire Fee Service Area Planning
Compensation Great Falls Airport Authority    √
DUI Task Force Great Falls Transit Weed Board
ExpoPark Advisory Historic Preservation Advisory Zoning Board of Adjustment
Fire District Area Library Trustee Other
Please list special experience or education you may have for serving on any of the boards (Additional information, comments or resume may be added to the back of this form.)  Successfully Completed Real Estate Appraisal Schools (Sponsored by: The Society of Real Estate Appraisers & the American Institute of Apprasiers)
Reviewed & Completed hundreds of apprasials - Previous V.P. & Manager of the Real Estate Loan Department for NW Bank (now Wells Fargo)
Reviewed most apprasials for Real Estate Lending - Previous VP and Director of Great Falls Federal Savings and Loan.

# Agenda Action Report Prepared for the Cascade County Commission

ITEM: Wedsworth Library Trustee Appointment

INITIATED AND PRESENTED BY: Commission

Applicant Vacancy (1) Term Expiration: June 30, 2025

Josephine "Joann" Eisenzimer (Requesting Re-Appointment)

#### **Background**

The Wedsworth Library Board of Trustees is a five member board. Two of the five members are appointed by the County Commission. Members serve five year terms. The Wedsworth Library Board of Trustees provides governance for the Wedsworth Public Library in Cascade, Montana; establishes policy; sets goals; hires and evaluates director; establishes and monitors annual budget; signs necessary contracts; exercises such other powers, not inconsistent with law, necessary for the effective use and management of the library.

**Time Commitment:** The Wedsworth Board of Trustees meets bi-monthly, September - May. The Board meets the 3<sup>rd</sup> Tuesday every other month at 5:30 p.m., beginning in September. Special meetings or committee meetings may be called as necessary at times that are convenient to members and that comply with open meeting laws. Under Montana law, trustees hold their office for five years from the date of appointment and until their successors are appointed. Members serve no more than two full terms in succession.

#### Responsibilities:

- (1) Participates in the ongoing responsibilities of the governing body, including establishment of library policies, budgeting, evaluating and supervising the library director, working with local and state government officials, and planning for current and future library services and programs.
- (2) Attends all regular and special meetings of the Board, and participates in committees and activities as necessary; attends appropriate library functions.
- (3) Represents the interests and needs of community members.
- (4) Lends expertise and experience to the organization.
- (5) Maintains an awareness of library issues and trends, and the implications for library users.
- (6) Acts as liaison with the public, interpreting and informing local government, media and public of library services and needs.
- (7) Understands pertinent local and state law; actively supports library legislation in the state and nation.

#### Qualifications

- (1) Is interested in the library and its services.
- (2) Has the ability to contribute adequate time for effective participation in Board activities and decision making.
- (3) Has strong interpersonal and communication skills.
- (4) Has the ability to work with governmental bodies, agencies and other libraries.
- (5) Has the ability to handle opposition and make decisions in the interest of library service.



### CASCADE COUNTY BOARD APPLICATION

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NAME Josephine A. (Johnn) Eisenzimen  TELEPHONE (Home) (Work) (Cell) 818-4164 (E-Mail) Joann eisenzian Poyal  CURRENT ADDRESS 372 Sheep Creek Road, Cascade, MT 59421  Previous Public Experience (Elected or Appointed)  Previous Volunteering or County Boards Cascade FFA Blumni, Farm In The Dell,  Cascade Senior & Community Center, MT Aeronautics Board  Current Volunteering or County Boards Cascade Senior & Community Center,  Wedsworth Memorial Library - Cascade  Current Imployer Retired - Self-employed Rancher/Farmer  ducation BS-Elementary Education, Masters Degree - Composite  Education  Board of Health   Fire Fee Service Area   Planning  Compensation 3rd Great Falls Airport Authority   Tax Appeal  DUI Task Force   Great Falls Transit   John Wed Board of Adjustment  Fire District Area   Historic Preservation Advisory   Zoning Board of Adjustment  Flibrary Trustee   Other  Cascade FFA Blumni, Joanne eisenzian Popular  Weed Board of Adjustment  Planing Trustee   Other  Cascade FFA Blumni, Joanne eisenzian Popular  Weed Board of Adjustment  Planing Trustee   Other	/
TELEPHONE (Home) (Work) (Cell) 865-4166 (E-Mail) Joann eisenzion Royal  CURRENT 372 Sheep Creek Road, Cascade, MT 59421  Previous Public Experience (Elected or Appointed)  Previous Public Experience (Elected or Appointed)  Previous Volunteering or County Boards Cascade FFA Blumni, Farm In The Dell,  Cascade Senior & Community Center, MT Aeronautics Board  Current Volunteering or County Boards Cascade Senior & Community Center,  Wedsworth Memorial Library-Cascade  Current imployer Retired - Self-employed Rancher/Farmer  ducation BS-Elementary Education, Masters Degree - Composite  Education  Board of Health   Fire Fee Service Area   Planning  Compensation 3-4 Great Falls Airport Authority   Tax Appeal  DUI Task Force   Great Falls Transit   2000 Weed Board  Fire District Area   Historic Preservation Advisory   Zoning Board of Adjustment  Fire District Area   Other  Passe list special experience or education you may have for serving on any of the boards  delitional information, comments or resume may be added to the back of this form.)	(Please Print or Type) Date 3-28-3022
TELEPHONE (Home) (Work) (Cell) 865-4166 (E-Mail) Joann eisenzion Royal  CURRENT 372 Sheep Creek Road, Cascade, MT 59421  Previous Public Experience (Elected or Appointed)  Previous Public Experience (Elected or Appointed)  Previous Volunteering or County Boards Cascade FFA Blumni, Farm In The Dell,  Cascade Senior & Community Center, MT Aeronautics Board  Current Volunteering or County Boards Cascade Senior & Community Center,  Wedsworth Memorial Library-Cascade  Current imployer Retired - Self-employed Rancher/Farmer  ducation BS-Elementary Education, Masters Degree - Composite  Education  Board of Health   Fire Fee Service Area   Planning  Compensation 3-4 Great Falls Airport Authority   Tax Appeal  DUI Task Force   Great Falls Transit   2000 Weed Board  Fire District Area   Historic Preservation Advisory   Zoning Board of Adjustment  Fire District Area   Other  Passe list special experience or education you may have for serving on any of the boards  delitional information, comments or resume may be added to the back of this form.)	NAME Josephine A. (JoANN) Eisenzimen
Previous Public Experience (Elected or Appointed)  Previous Public Experience (Elected or Appointed)  Previous Public Experience (Elected or Appointed)  Previous Volunteering or County Boards Cascade FFA Alumni, Farm In The Dell, Cascade Senior & Community Center, MT Aeronautics Board Current Volunteering or County Boards Cascade Senior & Community Center,  Wedsworth Memorial Library-Cascade  Current imployer Retired - Self-employed Rancher/Farmer  ducation BS-Elementary Education, Masters Degree - Composite Education  lease indicate which of the following Boards/Trustee positions you are interested in.  lark 1", 2", 3" choices below.  Board of Health Fire Fee Service Area Planning  Compensation 5" Great Falls Airport Authority Tax Appeal  DUI Task Force Great Falls Transit Weed Board  Fire District Area Historic Preservation Advisory Zoning Board of Adjustment  PLibrary Trustee Other  ease list special experience or education you may have for serving on any of the boards diditional information, comments or resume may be added to the back of this form.)	TELEPHONE (Home) (Work) (Cell) 868-4/66 (E-Mail) joann eisenzime Paya
Previous Volunteering or County Boards <u>Cascade FFA Alumni</u> , Farm In The Dell, <u>Cascade Senior's Community Center</u> , <u>MT Aeronautics Board</u> Current Volunteering or County Boards <u>Cascade Senior's Community Center</u> , <u>Wedsworth Memorial Library-Cascade</u> Current imployer <u>Retired - Self-employed Rancher/Farmer</u> ducation <u>B5-Elementary Education</u> , <u>Masters Degree - Composite</u> Education  lease indicate which of the following Boards/Trustee positions you are interested in.  lark 1 <sup>m</sup> , 2 <sup>nd</sup> , 3 <sup>nd</sup> choices below.  Board of Health <u>Fire Fee Service Area</u> <u>Planning</u> Compensation <u>5<sup>nd</sup></u> Great Falls Airport Authority <u>Tax Appeal</u> DUI Task Force <u>Great Falls Airport Authority</u> Zoning Board of Adjustment  Fire District Area <u>Historic Preservation Advisory</u> Zoning Board of Adjustment  Library Trustee Other	CURRENT ADDRESS 372 Sheep Creek Road, Caseade, MT 59421
Current Volunteering or County Boards Cascade Senior & Community Center,  Wedsworth Memorial Library-Cascade  Current imployer Retired - Self-employed Rancher/Farmer  ducation BS-Elementary Education, Masters Degree - Lomposite  Education  lease indicate which of the following Boards/Trustee positions you are interested in.  Jark 1", 2nd, 3nd choices below.  Board of Health Fire Fee Service Area Planning  Compensation 3rd Great Falls Airport Authority Tax Appeal  DUI Task Force Great Falls Transit Weed Board  Fire District Area Historic Preservation Advisory Zoning Board of Adjustment  PLibrary Trustee Other  Cascade Senior & Community Center, MT Aeronautics Board  Weed Board  Zoning Board of Adjustment  PLibrary Trustee Other	Previous Public Experience (Elected or Appointed)
Current Volunteering or County Boards Cascade Senior & Community Center,  Wedsworth Memorial Library - Cascade  Current Employer Retired - Self-employed Rancher/ Farmer  ducation BS-Elementary Education, Masters Degree - Lomposite  Education  Rease indicate which of the following Boards/Trustee positions you are interested in.  Iark 1 <sup>11</sup> , 2 <sup>nd</sup> , 3 <sup>nd</sup> choices below.  Board of Health Fire Fee Service Area Planning  Compensation 3 <sup>nd</sup> Great Falls Airport Authority Tax Appeal  DUI Task Force Great Falls Transit 2 <sup>nd</sup> Weed Board  Fire District Area Historic Preservation Advisory Zoning Board of Adjustment  FLibrary Trustee Other  Cascade Senior & Community Center,  Weed Sworth Memorial Library - Cascade  Current  Education & Masters Degree - Lomposite  Education  Tax Appeal  DUI Task Force Great Falls Transit  Tax Appeal  DUI Task Force Other  Cascade Senior & Community Center,  Weed Board  Tax Appeal  Total Great Falls Transit  Tax Appeal  Other  Cascade Senior & Community Center,  Commun	Previous Volunteering or County Boards <u>Cascade FFA Alumni</u> , Farm In The Dell;
Current Volunteering or County Boards Cascade Senior & Community Center,  Wedsworth Memorial Library - Cascade  Current Employer Retired - Self-employed Rancher/ Farmer  ducation BS-Elementary Education, Masters Degree - Lomposite  Education  Rease indicate which of the following Boards/Trustee positions you are interested in.  Iark 1 <sup>11</sup> , 2 <sup>nd</sup> , 3 <sup>nd</sup> choices below.  Board of Health Fire Fee Service Area Planning  Compensation 3 <sup>nd</sup> Great Falls Airport Authority Tax Appeal  DUI Task Force Great Falls Transit 2 <sup>nd</sup> Weed Board  Fire District Area Historic Preservation Advisory Zoning Board of Adjustment  FLibrary Trustee Other  Cascade Senior & Community Center,  Weed Sworth Memorial Library - Cascade  Current  Education & Masters Degree - Lomposite  Education  Tax Appeal  DUI Task Force Great Falls Transit  Tax Appeal  DUI Task Force Other  Cascade Senior & Community Center,  Weed Board  Tax Appeal  Total Great Falls Transit  Tax Appeal  Other  Cascade Senior & Community Center,  Commun	Cascade Senior & Community Center, MT Aeronautics Board
ducation BS Elementary Education, Masters Degree - Lomposite  Education  Board of the following Boards/Trustee positions you are interested in.  Board of Health Fire Fee Service Area Planning  Compensation Great Falls Airport Authority Tax Appeal  DUI Task Force Great Falls Transit Weed Board  Fire District Area Historic Preservation Advisory Zoning Board of Adjustment  Library Trustee Other  Case list special experience or education you may have for serving on any of the boards dditional information, comments or resume may be added to the back of this form.)	Current Volunteering or County Boards Cascade Senior & Community Center,
lease indicate which of the following Boards/Trustee positions you are interested in.  Iark 1st, 2std, 3std choices below.  Board of Health Fire Fee Service Area Planning  Compensation Fire Fee Service Area Planning  DUI Task Force Great Falls Airport Authority Tax Appeal  Fire District Area Historic Preservation Advisory Zoning Board of Adjustment  Library Trustee Other  case list special experience or education you may have for serving on any of the boards dditional information, comments or resume may be added to the back of this form.)	Current Employer Retired - Self-employed Rancher/Farmer
Board of Health Fire Fee Service Area Planning  Compensation Ard Great Falls Airport Authority Tax Appeal  DUI Task Force Great Falls Transit Weed Board  Fire District Area Historic Preservation Advisory Zoning Board of Adjustment  Case list special experience or education you may have for serving on any of the boards dditional information, comments or resume may be added to the back of this form.)	Education BS- Elementary Education, Masters Degree - Lomposite Education
Compensation  Great Falls Airport Authority  Tax Appeal  DUI Task Force  Great Falls Transit  Weed Board  Fire District Area  Historic Preservation Advisory  Zoning Board of Adjustment  Other  Case list special experience or education you may have for serving on any of the boards dditional information, comments or resume may be added to the back of this form.)	Please indicate which of the following Boards/Trustee positions you are interested in.  Mark 1 <sup>st</sup> , 2 <sup>st</sup> , 3 <sup>st</sup> choices below.
DUI Task Force Great Falls Transit Weed Board  Fire District Area Historic Preservation Advisory Zoning Board of Adjustment  Characteristic District Area Historic Preservation Advisory Zoning Board of Adjustment  Characteristic District Area Historic Preservation Advisory Zoning Board of Adjustment  Characteristic District Area Historic Preservation Advisory Zoning Board of Adjustment  Characteristic District Area Historic Preservation Advisory Zoning Board of Adjustment  Characteristic District Area Historic Preservation Advisory Zoning Board of Adjustment  Characteristic District Area Historic Preservation Advisory Zoning Board of Adjustment  Characteristic District Area Historic Preservation Advisory Zoning Board of Adjustment  Characteristic District Area Historic Preservation Advisory Zoning Board of Adjustment  Characteristic District Area Historic Preservation Advisory Zoning Board of Adjustment  Characteristic District Area Historic Preservation Advisory Zoning Board of Adjustment  Characteristic District Area Historic Preservation Advisory Zoning Board of Adjustment  Characteristic District Area Historic Preservation Advisory Zoning Board of Adjustment  Characteristic District Area Historic Preservation Advisory Zoning Board of Adjustment  Characteristic District Area Historic Preservation Advisory Zoning Board of Adjustment  Characteristic District Area Historic Preservation Advisory Zoning Board of Adjustment  Characteristic District Area Historic Preservation Advisory Zoning Board Of Adjustment  Characteristic District Area Historic Preservation Advisory Zoning Board Of Adjustment  Characteristic District Area Historic Preservation Advisory Zoning Board Of Adjustment  Characteristic District Area Historic Preservation Advisory Zoning Board Of Adjustment  Characteristic District Area Historic Preservation Advisory Zoning Board Of Adjustment  Characteristic District Area Historic Preservation Advisory Zoning Board Of Adjustment  Characteristic District District Area Historic Preservation Advisory Zoni	Board of Health Fire Fee Service Area Planning
Fire District Area Historic Preservation Advisory Zoning Board of Adjustment  Library Trustee Other  ease list special experience or education you may have for serving on any of the boards dditional information, comments or resume may be added to the back of this form.)	Compensation 3-4 Great Falls Airport Authority Tax Appeal
Fire District Area Historic Preservation Advisory Zoning Board of Adjustment  Library Trustee Other  ease list special experience or education you may have for serving on any of the boards dditional information, comments or resume may be added to the back of this form.)	DUI Task Force Great Falls Transit 2 <sup>nd</sup> Weed Board
ease list special experience or education you may have for serving on any of the boards dditional information, comments or resume may be added to the back of this form.)	
dditional information, comments or resume may be added to the back of this form.)	Library Trustee Other
Educator - 30 + years (Elementary - College	ease list special experience or education you may have for serving on any of the boards additional information, comments or resume may be added to the back of this form.)
	Educator - 30 + years (Elementary - College
	, , , , , , , , , , , , , , , , , , , ,

## **Agenda Action Report**

## prepared for the

## **Cascade County Commission**

ITEM:

**Budget Appropriation - Print Shop** 

**INITIATED BY:** 

Cascade County Clerk & Recorder

**ACTION REQUESTED:** 

Approval of Resolution #22-22

PRESENTED BY:

Rina Fontana Moore

Cascade County Clerk & Recorder

#### **SYNOPSIS**:

The Cascade County Clerk & Recorder/Auditor/Surveyor is requesting an increase in Fund #6020 – County Printer, from the County Printer reserves to purchase a Formax ColorMax envelope printer.

#### **RECOMMENDATION:**

Approval of Resolution # 22-22.

#### TWO MOTIONS PROVIDED FOR CONSIDERATION

#### **MOTION TO APPROVE:**

Mr. Chair, I move the Cascade County Commission **APPROVE** Resolution #22-22, budget appropriation increasing Fund #6020, County Printer reserves to purchase a Formax ColorMax envelope printer.

#### **MOTION TO DISAPPROVE:**

Mr. Chair, I move the Cascade County Commission **DISAPPROVE** Resolution #22-22, budget appropriation increasing Fund #6020, County Printer reserves to purchase a Formax ColorMax envelope printer.

#### BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA

IN THE MATTER OF A BUDGET APPROPRIATION WITHIN CASCADE COUNTY PRINTER FUND #6020 INCREASE FOR PURCHASE OF NEW ENVELOPE PRINTER

**RESOLUTION 22-22** 

- WHEREAS, the Commission passed Resolution 21-48 Adopting the Final Budget for FY2022 on September 7, 2021 as per MCA 7-6-4020 for all funds including Fund #6020 County Printer Fund; and
- WHEREAS, Cascade County Printer department has need of a new envelope printer which was not anticipated in September of 2021 and therefore was not budgeted; and
- WHEREAS, the County Printer Fund #6020 has a cash balance in excess of \$282,000 which can be utilized for the purchase of a new envelope printer; and
- WHEREAS, a budget amendment is necessary to increase the expenditures in Fund #6020 by an amount of \$26,000 which is offset by cash reserves in order to purchase a new Formax ColorMax envelope printer; and
- WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2021, the Board of County Commissioners has the power to appropriate funds within the budget; and
- **NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Board of County Commissioners of Cascade County the appropriation adjustments are to be made as detailed in Attachment A;

Dated this 12th Day of April, 2022.

mke

	BOARD OF COUNTY COMMISSIONERS CASCADE COUNTY, MONTANA
	Joe Briggs, Chairman
	James L. Larson, Commissioner
	Don Ryan, Commissioner
OR .	

#### REQUEST FOR BUDGET AMENDMENT (APPROPRIATION)

Date:

3/30/2022

To:

Cascade County Board of Commissioners

Attachment A

Program Name: County Printer

CFDA#

Contract #

Responsible Department:

Clerk & Recorder

Prepared by:

Rina Moore

Please approve the following budget changes:

Expenses	Fund		<u>Dept</u>	Function		Account		udgeted Amount		ncrease ecrease)		mended Budget	
Acct #	6020		321	J0500		900.940	********	10,000 - - - - - - - - - 10,000	****	26,000 - - - - - - - - - 26,000	****	36,000 - - - - - - - - - - - - - - - - - -	
Revenues Acct # Acct #		- <sup>-</sup>			· .		\$ \$ \$	- - -	\$ \$	- - -	\$ \$	- - -	

Exp	anation	of	budget	changes:
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Increase budget authority to purchase a new Formax ColorMax envelope printer from existing reserves.

0/2022
te

Budget Officer Date

Rina Fontana-Moore

Print Name



# **Budget Performance Report**

Fiscal Year to Date 03/30/22 Include Rollup Account and Rollup to Object

			Administration								
Account	Account Description		Adopted Budget	Budget Amendments	Amended	Current Month	YTD	YTD	Budget - YTD	Control Control of the Control of th	
Fund 6020	- County Printer		Dudget	Amendments	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
REVENUE	1.5										
	ment 000 - Revenue										
33											
33.6020	Revenue - On-behalf payment		.00	00	00			122300			
5510020	normal on bandii payment	33 - Totals	\$0.00	\$0.00	.00	.00	.00	.00	.00	+++	2,710.79
37		<b>33</b> 10tal3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$2,710.79
37.1010	Interest Earnings		600.00	.00	600.00	00					
		37 - Totals	\$600.00	\$0.00	\$600.00	.00	.00	235.99	364.01	39	572.17
38		37 - Total3	\$000.00	\$0.00	\$600.00	\$0.00	\$0.00	\$235.99	\$364.01	39%	\$572.17
38.2030	Gain/Loss-Sale of Assets		.00	.00	00	20		227			
50,205	34.7233 34.6 31 7 536.5	<b>38 -</b> Totals	\$0.00	\$0.00	.00	.00	.00	.00	.00	+++	10.50
39		30 - 10tais	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$10.50
39.8000	Printing		150,000.00	.00	150,000,00	4.020.26					
33.0000		39 - Totals	\$150,000.00	100000	150,000.00	4,038.26	.00	68,733.75	81,266.25	46	147,434.69
	Department 000	- Revenue Totals	\$150,600.00	\$0.00 \$0.00	\$150,000.00	\$4,038.26	\$0.00	\$68,733.75	\$81,266.25	46%	\$147,434.69
	Department out	REVENUE TOTALS	\$150,600.00	\$0.00	\$150,600.00	\$4,038.26	\$0.00	\$68,969.74	\$81,630.26	46%	\$150,728.15
EXPENSE		KEVENOL TOTALS	\$130,000.00	\$0.00	\$150,600.00	\$4,038.26	\$0.00	\$68,969.74	\$81,630.26	46%	\$150,728.15
	ment 321 - County Printer										
	ction J0500 - Printing										
100	- Thing										
100.110	Salaries & Wages		57,696.00	.00	F7 606 00	2 240 64					
100.120	Overtime		4,000.00	.00	57,696.00	2,240.64	.00	40,756.38	16,939.62	71	55,621.05
100.135	Compensated Absence Expense		.00		4,000.00	.00	.00	360.02	3,639.98	9	.00
100.140	Employer Contributions		16,132.00	.00	.00	.00	.00	.00	.00	+++	(400.21)
100.146	Union Pensions		157.00		16,132.00	629.11	.00	11,143.14	4,988.86	69	16,259.97
100.147	Pension Expense- GASB		.00	.00	157.00	6.00	.00	107.25	49.75	68	164.75
	Tension Expense Grap	100 - Totals	\$77,985.00	.00 \$0.00	.00	.00	.00	.00	.00	+++	(28,919.71)
200		100 - Totals	\$77,963.00	\$0.00	\$77,985.00	\$2,875.75	\$0.00	\$52,366.79	\$25,618.21	67%	\$42,725.85
200.220	Operating Supplies		30,000.00	.00	20,000,00	2 024 77					
2001220	operating Supplies	200 - Totals	\$30,000.00	\$0.00	30,000.00	3,931.77	2,551.71	19,575.63	7,872.66	74	15,442.61
300		200 - 100013	\$30,000.00	\$0.00	\$30,000.00	\$3,931.77	\$2,551.71	\$19,575.63	\$7,872.66	74%	\$15,442.61
300.343	Telephone		700.00	00	700.00	66.22					
300.348	Cell Phone Costs		660.00	.00	700.00	66.22	.00	587.15	112.85	84	889.99
300.350	Professional Services		720.00		660.00	50.66	.00	405.74	254.26	61	530.03
300.360	Repair & Maint. Services		50,000.00	.00	720.00	51.21	340.82	2,956.42	(2,577.24)	458	2,287.34
300.374	Mileage County Vehicles		750.00	.00	50,000.00	1,962.31	14,713.64	21,019.15	14,267.21	71	29,903.58
200.07 1	oge county venices	300 - Totals	\$52,830.00	\$0.00	750.00	.00	.00	668.00	82.00	89	718.00
500		Jour Totals	\$32,030.00	\$0.00	\$52,830.00	\$2,130.40	\$15,054.46	\$25,636.46	\$12,139.08	77%	\$34,328.94
500.510	Insurance		270.00	00	270.00						
2301010		<b>500 -</b> Totals	\$270.00	.00	270.00	.00	.00	267.02	2.98	99	233.61
		300 - 10tdls	\$270.00	\$0.00	\$270.00	\$0.00	\$0.00	\$267.02	\$2.98	99%	\$233.61



# **Budget Performance Report**

Fiscal Year to Date 03/30/22 Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
	0 - County Printer								1000	Thorrest rotal
EXPENSE										
Depar	tment 321 - County Printer									
	nction J0500 - Printing									
900										
900.940	Machinery & Equipment	10,000.00	.00	10,000.00	6,875.00	.00	6,875.00	3,125.00	69	.00
	900 - Totals	\$10,000.00	\$0.00	\$10,000.00	\$6,875.00	\$0.00	\$6,875.00	\$3,125.00	69%	\$0.00
	Function 30500 - Printing Totals	\$171,085.00	\$0.00	\$171,085.00	\$15,812.92	\$17,606.17	\$104,720.90	\$48,757.93	72%	\$92,731.01
	nction K0400 - Depreciation							, ,		42-4.0-102
800										
800.830	Depreciation/Retained Ear	.00	.00	.00	.00	.00	.00	.00	+++	10,177.61
	800 - Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$10,177.61
	Function K0400 - Depreciation Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$10,177.61
	Department 321 - County Printer Totals	\$171,085.00	\$0.00	\$171,085.00	\$15,812.92	\$17,606.17	\$104,720.90	\$48,757.93	72%	\$102,908.62
	EXPENSE TOTALS	\$171,085.00	\$0.00	\$171,085.00	\$15,812.92	\$17,606.17	\$104,720.90	\$48,757.93	72%	\$102,908.62
	Fund 6020 - County Printer Totals									
	REVENUE TOTALS	150,600.00	.00	150,600.00	4,038.26	.00	68,969.74	81,630.26	46%	150,728.15
	EXPENSE TOTALS	171,085.00	.00	171,085.00	15,812.92	17,606.17	104,720.90	48,757.93	72%	102,908.62
	Fund 6020 - County Printer Totals	(\$20,485.00)	\$0.00	(\$20,485.00)	(\$11,774.66)	(\$17,606.17)	(\$35,751.16)	\$32,872.33	7270	\$47,819.53
	Grand Totals									
	REVENUE TOTALS	150,600.00	.00	150,600.00	4,038.26	00	60,060,74	04 520 25	4501	450 500 :-
	EXPENSE TOTALS	171,085.00	.00	171,085.00		.00	68,969.74	81,630.26	46%	150,728.15
	Grand Totals	(\$20,485.00)	\$0.00	(\$20,485.00)	15,812.92 (\$11,774.66)	17,606.17	104,720.90	48,757.93	72%	102,908.62
	Statiu Totals	(420,703.00)	<b>\$0.00</b>	(\$20,405.00)	(\$11,//4.00)	(\$17,606.17)	(\$35,751.16)	\$32,872.33		\$47,819.53



# **Trial Balance Listing**

Through 03/30/22 Detail Balance Sheet Listing Exclude Rollup Account

						Prior Year
Account	Account Description	Balance Forward	YTD Debits	YTD Credits	Ending Balance	YTD Balance
	- County Printer					
101.000	Cash	319,047.81	68,969.74	105,558.98	282,458.57	300,727.65
186.000	Machinery & Equipment	198,917.71	.00	.00	198,917.71	198,917.71
187.000	Allowance for Depr.M & E	(178,285.26)	.00	.00	(178,285.26)	(168,107.65)
199.901	Deferred Outflow of Resources - Pension	12,373.82	.00	.00	12,373.82	13,157.03
202.000	Accounts Payable	(457.31)	52,586.09	52,128.78	.00	.00
206.000	Payroll Accrual	(2,334.46)	32,566.00	30,231.54	.00	.00
206.100	Fed Taxes Payable	.00	11,950.86	11,363.64	587.22	.00
206.200	Benefits Payable	.00	121.05	115.05	6.00	.00
206.206	Worker's Comp Payable	.00	.00	1,889.71	(1,889.71)	(2,364.82)
206.208	MT Unemployment Payable	(45.64)	184.66	192.91	(53.89)	(45.50)
206.300	Deductions Payable	.00	3,770.98	3,582.47	188.51	.00
206.310	PERS Payable	.00	4,001.58	3,802.84	198.74	.00
211.000	Due to Other Funds	.00	2,486.89	3,523.09	(1,036.20)	(1,167.00)
223.800	Deferred Inflows of Resources - Pension	(8,277.18)	.00	.00	(8,277.18)	(14,920.59)
237.000	Net Pension Liability	(52,716.27)	.00	.00	(52,716.27)	(78,486.57)
239.000	Compensated Absences	(1,002.64)	.00	.00	(1,002.64)	(1,402.85)
260.200	Assigned Fund Balance	(322,772.02)	.00	.00	(322,772.02)	(264,774.48)
272.500	Adj Prior Years Records	56,183.89	.00	.00	56,183.89	56,183.89
289.100	Investments in Fixed Assets	(20,632.45)	.00	.00	(20,632.45)	(30,810.46)
	Fund Revenues	.00	.00	68,969.74	(68,969.74)	(99,026.54)
	Fund Expenses	.00	107,055.36	2,334.46	104,720.90	92,120.18
	Fund 6020 - County Printer Totals	\$0.00	\$283,693.21	\$283,693.21	\$0.00	\$0.00
	Grand Totals	\$0.00	\$283,693.21	\$283,693.21	\$0.00	\$0.00

# **FORMAX**

## ColorMax8C Digital Color Printer

## **Specifications**

- Full color inkjet with Memjet thermal technology
- Speeds up to 8,000 #10 Envelopes per Hour
- Accommodates 3/8 inch thick media
- Up to 1600 X 1600 DPI resolution
- Full-bleed capability up to 8.5" wide
- High Capacity Ink Tanks (Colors: 250ml Black: 500ml)
- 16.8 million colors
- Built-in top-load feeder holds 575 #10 Envelopes
- Pressure roller transport system with star rollers
- TruType or Postscript system fonts
- Automatic print head maintenance system
- USB and Ethernet PC interface
- Electronic Firmware updates via PC connection



Retail Purchase Price	\$19,932.00 *

#### **Options**

3' Conveyor Stacker (Included)	\$2,337.00
Cabinet, adjustable Height, 68"L X 24"D X 24-26" H	\$2,316.00 x
CMColor RIP& Color Match Software	\$3,866.00 ×

#### Supply Pricing

ColorMax7 Memjet 1600 dpi print head	\$699.00
ColorMax7 Memjet 250ml Ink Tank - Cyan	\$279.00
ColorMax7 Memjet 250ml Ink Tank – Yellow	\$279.00
ColorMax7 Memjet 250ml Ink Tank – Magenta	
ColorMax7 Memjet 250ml Ink Tank – Black	\$279.00

FORMAX C/o Preferred

# Agenda Action Report Prepared for the Cascade County Commission

ITEM: Agreement between Cascade County Weed &

Mosquito District and JHS, Inc.

INITIATED AND PRESENTED BY: Joshua Blystone, Weed & Mosquito Division

ACTION REQUESTED: Approval of Contract 22-32

#### **BACKGROUND:**

The purpose of this agreement is to have JHS, Inc. provide mosquito abatement services via aerial application and to secure, maintain, and pay for all permits/fees/licenses.

**RECOMMENDATION:** Approval of Contract 22-32.

#### TWO MOTIONS PROVIDED FOR CONSIDERATION:

**MOTION TO APPROVE:** Chair, I move that the Commission **APPROVE** Contract #22-32, JHS, Inc. Agreement providing mosquito abatement services via aerial application and to secure, maintain, and pay for all permits/fees/licenses.

**MOTION TO DISAPPROVE:** Chair, I move that the Commission **DISAPPROVE** Contract #22-32, JHS, Inc. Agreement providing mosquito abatement services via aerial application and to secure, maintain, and pay for all permits/fees/licenses.

#### **AGREEMENT**

This Agreement dated as of the day of ,2022 by and between Cascade County Weed & Mosquito Management District, a political subdivision of Cascade County, State of Montana, hereinafter referred to as District, and JHS, Inc., hereinafter referred to as Contractor.

WHEREAS the District has been lawfully created pursuant to the terms of Title 7 Chapter 11, Part 10, of the Montana Code Annotated; and

WHEREAS the District, by and through its governing body, has various powers and duties as set forth in Title 7 Chapter 11, Part 10, of the Montana Code Annotated; and

WHEREAS the governing body may develop and administer a program for the abatement and alleviation of mosquito pest conditions within the district pursuant to MCA 7-11-1021(1); and

WHEREAS the governing body may employ suitable and competent assistants as may be necessary and provide for their compensation pursuant to MCA 7-11-1021(3c); and

WHEREAS the governing body may cooperate with any association, individual, or group of individuals in a mosquito abatement program pursuant to MCA 7-11-1021(3e); and

WHEREAS the governing body desires to enter into an agreement with Contractor so as to implement those duties and responsibilities as detailed in MCA 7-11-1021; and

WHEREAS Contractor desires to enter into an agreement with the District whereby Contractor will provide specific services pursuant to the District's mosquito abatement program; and

In consideration of the mutual covenants hereinafter set forth, the District and Contractor agree as follows:

#### **ARTICLE 1.PURPOSE**

- 1.1 Contractor shall be available to provide mosquito abatement services via aerial application within no more than 48 hours from the time Contractor receives notification from the District pursuant to this Agreement.
- <u>1.2</u> Contractor shall secure, maintain, and pay for all permits, governmental fees and licenses necessary for the proper execution and implementation of services pursuant to this Agreement.

#### **ARTICLE 2. CONTRACT PRICE**

- 2.1 District shall pay the amount of \$6,500.00 toward mobilization costs incurred by Contractor. Said payment will be due and payable consecutive with the signing and authorization of this Agreement.
- 2.2 Contractor shall be paid the amount of \$15.50 per acre for aerialgranular applications and

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\$15.50per acre for liquidaerial applications, as directed in writing by the District. Contractor shall be paid the amount of \$650.00per hour (1 hour minimum) for aerial adulticiding, as directed in writing by the District. Said prices plus payment of 2.1 shall constitute the full and complete consideration due Contractor by District for services rendered under this Agreement.

2.3 Acreage and flight time shall be determined by field reports approved by the District.

#### **ARTICLE 3. ACCOUNTING PROCEDURES**

- 3.1 District shall pay Contractor for services rendered under this Agreement from the Mosquito Control Fund after presentation of Contractor's claims by the mosquito control supervisor to the Board of County Commissioners.
- 3.2 Contractor shall submit to the District an accounting for each application including the following information; all products and chemicals used and the exact location whereby such products and chemicals are used.
- 3.3 The accounting and acreage approval shall be submitted to the District with each claim for payment. Payment claims will not be submitted by the mosquito control supervisor to the Board of County Commissioners unless and until such claims are accompanied by the required accounting and acreage approval documentation.
- 3.4 Contractor shall keep complete and accurate accounting records, invoices and original purchase receipts for all items purchased in connection with this Agreement. All such records shall be kept for the duration of this agreement and be made available for audit by the County at any time during regular County business hours.

#### **ARTICLE 4. SERVICE SPECIFICATIONS**

- 4.1 Contractor shall provide an aircraft in good working order with liquid boom dispersal equipment for larviciding and rotary atomizing nozzles for ultra-low volume (ULV) application of mosquito adulticides. The aircraft shall also be equipped with granular dispersal equipment.
- 4.2 Contractor shall provide an FAA Commercial licensed pilot, also licensed by the Montana Department of Agriculture as a certified commercial aerial applicator in the mosquito abatement category. This pilot shall also be familiar with standard mosquito control practices.
- 4.3 Contractor shall provide all necessary fuel, oil, and flags as required to implement the terms of this Agreement.
- 4.4 Contractor shall keep all chemical application equipment properly calibrated at all times relevant to this agreement and produce records of such calibration immediately upon request by District.

## ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce the District into this Agreement, Contractor makes the following representations upon which the District does rely:

- 5.1 Contractor hereby warrants to the District that the equipment to be used and provided pursuant to this Agreement shall be of high quality and shall at alltimes withstand audit against established health and safety standards, and local, state and federal law.
- 5.2 Contractor shall defend, indemnify, and hold harmless the District and Cascade County from all liability and claims for damages arising from bodily injury, death, property damage, sickness, disease, or loss and expense resulting from or alleged to result from Contractor's performance of this Agreement whether such liability and claim for damages arises as a result of Contractor, a subcontractor, supplier, or any of their employees or agents. Contractor shall carry insurance naming the District and Cascade County as beneficiary of the policy in the following types and amounts:
- 5.2.1 Worker's Compensation- As required by law.
- 5.2.2 Comprehensive General Liability-This shall include personal injury and administrative type claims in the amount of \$1,500,000.
- 5.2.3 Aircraft Liability Including Chemical: Limited Chemical Combined Bodily Injury and Property Damage Liability \$500,000 per occurrence and \$500,000 aggregate.
- 5.2.4 Aircraft Liability Excluding Chemical: Combined Bodily Injury and Property Damage Liability Excluding Passengers and Excluding Chemical Liability \$1,500,000.
- 5.3 Contractor shall protect, defend and indemnify the District and Cascade County and its representatives against any claim or liability arising from the violation of any of the terms and conditions of this Agreement, whether violated by Contractor, a subcontractor, or supplier or any of their employees or agents. Further, Contractor shall protect, defend and indemnify the District and Cascade County from any claims for unpaid merchandise, goods and/or supplies.

## ARTICLE 6. DISTRICT'S REPRESENTATIONS

The District shall be responsible and provide:

- 6.1 Written directives to Contractor of all property requiring mosquito abatement services as outlined in this Agreement and shall specify the nature and type of chemical to be used.
- 6.2 Payment at the agreed upon price as specified in Article 2.
- 6.3 All chemical and diluents.
- 6.4 Personnel and equipment to assist, as needed, in loading and refueling the aircraft, at the District's discretion.

## ARTICLE 7. CONTRACT DURATION AND TERMINATION

- 7.1 Services to be performed under this Agreement shall commence on the \_\_\_\_\_\_ day of \_\_\_\_\_, 2022. Such Agreement shall remain in full force and effect until the 31st day of December, 2022, unless earlier terminated pursuant to the terms of this Agreement.
- 7.2 The District shall provide Contractor 7 days' written notice of conditions violating the terms of the Agreement. If, after 7 days' written notice to Contractor, Contractor fails to remedy the conditions contained in the notice, the District may elect to issue an order of Default to Contractor and immediately cancel the Agreement.
- 7.3 Failure by the District to require compliance with any of the terms of this Agreement shall not constitute waiver on the part of the District to enforce compliance with such terms at a later date.
- 7.4 At the convenience of the parties, this agreement may be terminated prior to the 31st day of December,2022, without penalty by either the District or Contractor upon not less than thirty (30) days written notice.

## ARTICLE 8. TERMS AND CONDITIONS

- 8.1 This Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the Contractor and the District respectively and their partners, successors, assigns, and legal representatives. Neither Contractor nor the District shall have the right to assign, transfer or sublet his interest or obligation hereunder without prior written consent of the other party.
- <u>8.2</u> TIME IS OF THE ESSENCE. It is understood and agreed that time is of the essence pursuant to this Agreement. Failure of Contractor to provide mosquito abatement services as directed by the District shall constitute a breach of this Agreement.
- 8.3 Although District herein grants Contractor the exclusive right to provide specified mosquito abatement services for the duration of this Agreement, the District specifically disclaims any warranty or guarantee the District shall engage Contractor's services. Moreover, the District specifically disclaims any warranty or guarantee that Contractor will make any profit under this Agreement.
- <u>8.4</u> Contractor's relationship with the District is that of an independent contractor. Nothing in this Agreement shall be construed to create an agency, partnership, joint venture or employee relationship between the parties. The parties by virtue of this Agreement shall have no right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.
- 8.5 The District reserves the right to immediately reject, at any time without penalty or risk of breach, the subject Agreement, should Contractor fail to comply with the licensing and insurance provisions provided for herein.

- 8.6 The equipment and chemicals used in this Agreement shall not be used other than as designated in writing by the District without advance written approval of the District.
- 8.7 In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, the parties shall be responsible for their own costs and attorney fees. The parties hereto consent to settle all disputes that may be litigated in the Eighth Judicial District Court in and for Cascade County.
- <u>8.8</u> Any amendment or modifications of this Agreement or any provision herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

8.9 All notices required to be given under this Agreement shall be addressed as follows:

DISTRICT:

Cascade County Weed & Mosquito ManagementDistrict

279 Vaughn S Frontage Rd Great Falls, MT 59404

and

Cascade County Attorney's Office 121 Fourth Street North, Suite 1A

Great Falls, MT 59401

**CONTRACTOR:** JHS, Inc.

P.O. Box 4667 Helena, MT 59604

Such notice shall be effective when placed, correctly addressed and postage prepaid, in the United States mail.

- 8.10 Any provision of this Agreement, which may be found to be prohibited by law, shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.
- 8.11 The representations made in this Agreement constitute the entire Agreement. No prior or contemporaneous negotiations, understandings, or agreements shall be valid unless in writing and signed by the parties.

<u>IN WITNESS WHEREOF</u>, the parties hereto have executed this Agreement the day and year first above written.

	JHS, Inc.  John Semple, President
STATE OF MT :ss County of LWIS a Clary	
This instrument was signed of 2022 by JOHN Selv	or acknowledged before me on this day of
IN WITNESS WHEREOF, I day and year in this certificate first a	have hereunto set my hand and affixed my Official Seal the bove written.
KELLEEN P. BLAKE NOTARY PUBLIC for the State of Montana Residing at Helena, Montana My Commission Expires TARIAI March 8, 2025	Notary Public for the State of MT Residing at Helen a My Commission expires: 3-8-25
	CascadeCounty:
	BOARD OF COUNTYCOMMISSIONERS CASCADE COUNTY, MONTANA
	Joe Briggs, Chairman
	James L. Larson, Commissioner
	Don Ryan, Commissioner
	Attest
On this day ofBoard of Cascade County Commissi	_2022, I hereby attest the above-written signatures of the oners.
* APPROVED AS TO FORM: Josh Racki, County Attorney	Rina Fontana Moore Cascade County Clerk and Recorder

Contractor:

DEPUTY COUNTY ATTORNEY

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\* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

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## Agenda Action Report Prepared for the Cascade County Commission

ITEM:

**Bullet Proof Vest Grant Approval** 

**INITIATED & PRESENTED BY:** 

**Chrissy Wood-Accountant** 

**ACTION REQUESTED:** 

**Approval of Contract 22-38** 

## BACKGROUND:

The Sheriff's Office submitted an application in July 2021 for the Bullet Proof Vest Partnership Grant and received confirmation of award in February 2022. The Bullet Proof Vest Partnership Grant, CFDA #16-607 reimburses at 50% of the purchased costs of the bullet proof vests. Receipts dated between April 1, 2021 to August 31, 2023 are eligible for the 50% reimbursement. The Sheriff's Office has applied to purchase seventeen (17) vests.

**TERM:** 

April 1, 2021 - August 31, 2023

COST:

Cascade County Sheriff's Office Cost:

\$ 6,800.00

BVP Allowable Funding:

\$ 6,800.00

Total Cost of Bullet Proof Vests:

\$13,600.00

**RECOMMENDATION:** 

Approval of Contract 22-38

## TWO MOTIONS PROVIDED FOR CONSIDERATION:

## MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **approve** Contract 22-38, Bullet Proof Vest Partnership Grant Application and FY 2021 Award to reimburse the CCSO for 50% of the costs spent on bullet proof vests.

## MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **disapprove** Contract 22-38, Bullet Proof Vest Partnership Grant Application and FY 2021 Award to reimburse the CCSO for 50% of the costs spent on bullet proof vests.

## **APPLICATION DETAILS**

APPLICATION PROFILE

Participant	CASCADE COUNTY
Fiscal Year	2021
Number of Agencies Applied	0
Total Number of Officers for Application	62
Number of Officers on Approved Applications	62

APPLICATION PROFILE

Fiscal Year		2021
Vest Replace	5	
Number of O	62	
Number of Emergency	Number of Stolen or Damaged	0
Replacement Needs <b>6</b>	Number of Officer	7

Turnover

NIJ#	Quantity	Unit Price	Extended Cost	Tax Shipping and Handling	Total Cost
BIIIA-2	17	\$800.00	\$13,600.00	\$0.00	\$13,600.00
Grand Totals	17		\$13,600.00	\$0.00	\$13,600.00

## AWARD SUMMARY FOR F12021 REGULAR FUND

Funds Type	Eligible Amount	Award	Date Approved	Status
Regular Fund	\$13,600.00	\$6,800.00	02/03/22	Approved by BVP
Grand Totals:	\$13,600.00	\$6,800.00		

RETURN

## Fogerty, Bonnie

From:

Wood, Christina

Sent:

Monday, April 4, 2022 1:54 PM

To:

Fogerty, Bonnie

Subject:

FW: Incident# 626095 has been logged for you

## Here you go!

Chrissy Wood
Accountant
Cascade County Sheriff's Office
3800 Ulm North Frontage Rd
Great Falls, MT
406-454-6832

From: Vests@usdoj.gov <Vests@usdoj.gov>
Sent: Monday, February 14, 2022 7:45 AM

To: Wood, Christina < cwood@cascadecountymt.gov>

Cc: Vests@usdoj.gov

Subject: RE: Incident# 626095 has been logged for you

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

## Greetings,

Thank you for contacting the BVP Service Desk.

We have recorded your request for service and established incident # 626095 for tracking and future reference.

Hello Christy,

Hope this is the information that you are looking for.

Dear BVP applicant, The Bureau of Justice Assistance (BJA) is pleased to inform you that your jurisdiction will receive an award under the Fiscal Year (FY) 2021 Patrick Leahy Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the BVP System. A complete list of FY 2021 BVP awards is available at:

https://www.ojp.gov/program/bulletproofvest-partnership/overview. Important: Jurisdictions must be registered in the SAM system (https://www.sam.gov/SAM/) in order to be paid for any 2021 BVP funds. Please ensure the banking information in SAM is up to date. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit https://sam.gov/content/status-tracker. The SAM Helpdesk can be reached at 866- 606-8220. The FY 2021 award may be used for National Institute of Justice [NIJ] compliant armored vests which were ordered after April 1, 2021. The deadline to request payments from the FY 2021 award is August 31, 2023, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited. Please see the following websites for a list of NIJ compliant vests:

https://cjtec.org/compliancetesting-program/compliant-product-lists/ As a reminder, all jurisdictions that applied for FY 2021 BVP funding certified that a mandatory wear policy was in place for their jurisdiction. BJA will be conducting reviews of the mandatory wear policies as funds are requested from the BVP System. For more information on the BVP mandatory wear policy, please see the BVP Frequently Asked Questions document: https://www.oip.gov/sites/g/files/xyckuh241/files/media/document/FAOsBVPMandatoryWearPo

https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/FAQsBVPMandatoryWearPolicy\_0.pdf Finally, please visit the following page for checklists and guides for each step of the BVP process: https://www.ojp.gov/program/bulletproof-vest-partnership/program-resources For questions regarding the BVP Program or your award, please do not hesitate to contact the BVP Help Desk at vests@usdoj.gov or 1-877-758-3787. Thank you BVP Program Support Team Bureau of Justice Assistance

## Approved by BVP

2021	\$6,800.00	\$0.00	\$0.00	\$6,800.00	08/31/2023 Expiration Date
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We are now closing this incident, however, if you have any questions or require additional assistance please contact the BVP Service Desk at 1-877-758-3787 or send a new email to: <a href="mailto:vests@ojp.usdoj.gov">vests@ojp.usdoj.gov</a> and a new incident will be created to assist you.

### Description

Cascade County never received the 2021 award letter we typically get in October. Can you send me the award letter for our records? It was for \$6,800.00 in the name of Cascade County 59401.

## Thank you!

Chrissy Wood Accountant Cascade County Sheriff's Office 3800 Ulm North Frontage Rd Great Falls, MT 406-454-6832

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If you need additional assistance, please contact the BVP Service Desk at one of the listed contact below.

Thank you,

**BVP Service Desk** 

Office of the Chief Information Officer (OCIO)

Office of Justice Programs (OJP)

U.S. Department of Justice (DOJ)

Toll Free: (877) 758-3787

.mail: Vests.Vests@ojp.usdoj.gov

Web: http://www.ojp.usdoj.gov/bvpbasi/

Service Desk Hours: Monday thru Friday: 8am - 8pm EST

Messages and attachments sent to or from this e-mail account may be considered public or private records depending on the message content. Unless otherwise exempted from the public records law, senders and receivers of County email should presume that the emails are subject to release upon request. This message is intended for the use of the individual or entity named above. If you are not the intended recipient of this transmission, please notify the sender immediately, do not forward the message to anyone, and delete all copies.

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# Agenda Action Report Prepared for the Cascade County Commission

ITEM:

**Bullet Proof Vest Grant Award FY 2020** 

**INITIATED & PRESENTED BY:** 

**Chrissy Wood-Accountant** 

**ACTION REQUESTED:** 

**Approval of Contract 22-42** 

## BACKGROUND:

The Sheriff's Office submitted an application in May 2020 for the Bullet Proof Vest Partnership Grant and received confirmation of award in September 2020. The Bullet Proof Vest Partnership Grant, CFDA #16-607 reimburses at 50% of the purchased costs of the bullet proof vests. Receipts dated between April 1, 2020 to August 31, 2022 are eligible for the 50% reimbursement. The Sheriff's Office has applied to purchase twenty (20) vests.

TERM:

April 1, 2020 - August 31, 2022

COST:

Cascade County Sheriff's Office Cost:

\$ 12,025.00

BVP Allowable Funding:

\$ 12,025.00

Total Cost of Bullet Proof Vests:

\$ 24,050.00

**RECOMMENDATION:** 

Approval of Contract 22-42.

## TWO MOTIONS PROVIDED FOR CONSIDERATION:

## MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **approve** Contract 22-42, Bullet Proof Vest Partnership Grant Application and FY 2020 Award to reimburse the CCSO for 50% of the costs spent on bullet proof vests.

## MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **disapprove** Contract 22-42, Bullet Proof Vest Partnership Grant Application and FY 2020 Award to reimburse the CCSO for 50% of the costs spent on bullet proof vests.

## 22-42:

## **APPLICATION DETAILS**

APPLICATION PROFILE

Participant	CASCADE COUNTY
Fiscal Year	2020
Number of Agencies Applied	0
Total Number of Officers for Application	52
Number of Officers on Approved Applications	52

## APPLICATION PROFILE

Fiscal Year	2020	
Vest Replace	5	
Number of O	52	
Number of Emergency	Number of Stolen or Damaged	0
Replacement Needs	Number of Officer	20

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NIJ#	Quantity	Unit Price	Extended Cost	Tax Shipping and Handling	Total Cost
FLXIIIA- 1	20	\$1,200.00	\$24,000.00	\$50.00	\$24,050.00
Grand Totals	20		\$24,000.00	\$50.00	\$24,050.00

## AWARD SUMMARY FOR FY2020 REGULAR FUND

Funds Type	Eligible Amount	Award	Date Approved	Status
Regular Fund	\$24,050.00	\$12,025.00	10/19/20	Approved by BVP
Grand Totals:	\$24,050.00	\$12,025.00		

RETURN

THE PATRICK LEARLY BULLETPROOF VEST PARTNERSHIP PROGRAM CLOSED ON JUNE 26, 2020

## The addition, revision or submission of vests on applications is no longer being accepted.

For any previously approved vest applications, you may continue to report receipts and request payments using Section 3 of your handbook.

ATTN	Created Date	Total Amount Requested	Current Status <b>\$</b>	Status Date	Funding Type	Action
	11/29/2021	\$595.59	Sent for BVP Approval	11/30/2021	Regular Fund	<u>View</u> <u>Details</u>
	11/29/2021	\$391.50	Sent for BVP Approval	11/30/2021	Regular Fund	<u>View</u> <u>Details</u>

## AVAILABLE AWARDS

ATTN	Fiscal Year	Award Amount <b>≑</b>	Total Paid <b>≑</b>	Total Requests	Eligible Balance	Expiration Date
!	2020	\$12,025.00	\$4,000.15	\$4,350.93	\$3,673.92	08/31/2022
	2021	\$6,800.00	\$0.00	\$0.00	\$6,800.00	08/31/2023

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## Agenda Action Report Prepared for the Cascade County Commission

ITEM: Task Order #22-25-8-41-167-0

Supplemental Healthy Montana Families

(ARPA Funded)

INITIATED & PRESENTED BY: Jo-Viviane Jones, FHS Division Manager

ACTION REQUESTED: Approval of Contract #22-35

## BACKGROUND:

The purpose of this supplemental Healthy Montana Families Task Order (ARPA Funded) is to provide additional funding to the Cascade City-County Health Department for Prepaid gift cards, emergency expenses, technology supplies, and staff development for a HMF Home Visiting Local Implementing Agency.

The amendment will increase funding from \$282,321.50 to \$286,596.50

**TERM:** March 1, 2022 - September 30, 2022

**AMOUNT:** \$286,596.50 (an increase of \$4,275.00)

**RECOMMENDATION:** Approval of Contract #22-35

## TWO MOTIONS PROVIDED FOR CONSIDERATION:

## **MOTION TO APPROVE:**

Mr. Chair, I move that the Commission **APPROVE** Contract #22-35, Task Order 22-25-8-41-167-0, Supplemental Health Montana Families Task Order (ARPA Funded).

## **MOTION TO DISAPPROVE:**

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #22-35, Task Order 22-25-8-41-167-0, Supplemental Health Montana Families Task Order (ARPA Funded).

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## SUPPLEMENTAL HEALTHY MONTANA FAMILIES TASK ORDER TASK ORDER FOR Cascade City-County Health Department (ARPA Funded) SUPPLEMENTAL TASK ORDER NUMBER 22-25-8-41-167-0

This SUPPLEMENTAL TASK ORDER is to be created between the Montana Department of Public Health and Human Services, (the "Department"), whose contact information is as follows: 1625 11<sup>th</sup> Ave, Helena, MT 59601, Phone Number (406) 444-1958, Fax Number (406) 444-2750, and Cascade City-County Health Department Tax ID 81-6001343, 115 4th Street S., Great Falls, MT 59401, and (406) 791-9262; respectively (collectively, the "Parties").

Effective March 1, 2022 this Supplemental Task Order is created as follows. Existing language has been struck; amended language underlined if required.

Due to reporting requirements for all American Rescue Plan Act 2021 (ARPA) funding / funded Contracts and/or Task Orders; all projects, duties, activities, Scope of Work items, etc. are to be accounted separately than other Department Contracts and/or Task Orders. This Supplemental Task Order to be known as 22-25-8-41-167-0, will not supersede nor replace any prior executed Contracts, Task Orders, and / or their Amendments that have been prior agreed upon by both the Task Order and the Department.

All sections, subsections, terms, conditions, agreements, statutes, assurances, required deliverables, and codes / statues, from Contract 22-25-5-41-167-0 shall be carried forward into Supplemental Task Order 22-25-8-41-167-0 unless modified or amended below.

Supplemental Task Order 22-25-8-41-167-0 will be delivered under the Contractor's successful Request For Proposal DPHHS-RFP-2022-0375R.

- 2. The source of funding for all ARPA Contracts and Task Orders is The American Rescue Plan Act 2021; CFDA# 93.870.
- 3. The total available for ARPA funded Healthy Montana Families activities to the Contractor under Supplemental Task Order 22-25-8-41-167-0 is to be approximately \$4,275 and is dependent upon utilization of services and / or available funding. The Contractor will invoice the Department for ARPA funded activities using Supplemental Task Order 22-25-8-41-167-0 separately from other non ARPA funded activities.
- 4. The attachments hereto, Attachment AA Policy and Procedure on Spending ARPA Funds and Attachment AB Expenditure Report, should be taken as supplemental to the original Task Order and do not supersede or invalidate any prior agreements or requirements, but apply only to the funds included within this Supplemental Task Order. All previous items remain in full force.

## **AUTHORITY TO EXECUTE**

All Terms and Conditions of Task Order Number 22-25-5-41-167-0 remain unchanged and are now tied to Supplemental Task Order 22-25-8-41-167-0. This Supplemental Task Order consists of two (2) numbered pages with two (2) additional attachments for a total of seven (7) numbered pages.

The parties through their authorized agents have executed this Supplemental Task Order on the dates set out below.

MONT	ANA DEPARTMENT OF PUBLIC	HEALTH AND HUMAN SERVICES
BY:		Date:
	Jamie Palagi, Administrator	
	RTMENT OF ADMINISTRATION ved as to form:	
BY:		Date:
	Rhonda Peters, Contract Officer	
BOAR	RACTOR  OF COUNTY COMMISSIONERS  ADE COUNTY MONTANA	5
BY:		Date
BY:	Joe Briggs, Chairman	Date:
	James L. Larson, Commissioner	
BY:	Don Ryan, Commissioner	Date:
ATTE	ST	
	s day of, 2022, I hereby s Larson, and Don Ryan Cascade C	attest the above-written signatures of Joe Briggs, and County Commissioners.
	Ē	Rina Fontana Moore, Clerk & Recorder
	ROVED AS TO FORM: Racki, County Attorney	
	DEPUTY COUNTY ATTORNEY	

<sup>\*</sup>THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

## Attachment AA to Task Order No. 22-25-8-41-167-0

## POLICY AND PROCEDURE ON SPENDING ARPA FUNDS



## 2.9 AMERICAN RESCUE PLAN GRANT FUND ALLOWABLE EXPENSES

### BACKGROUND

The Maternal, Infant, and Early Childhood Home Visiting (MIECHV) Program, a federally funded program through Health Resources and Services Administration (HRSA) provides pregnant women and families living in communities at risk for poor maternal and child health outcomes the necessary resources and skills to raise children who are physically, socially, and emotionally healthy and ready to succeed.

American Rescue Plan (ARP) provided MIECHV additional fundings due to the COVID-19 public health emergency. The award allows for flexible support for LIAs and families receiving home visiting services.

### PURPOSE

Healthy Montana Families (HMF) was approved for additional funds based on allowable categories of Workforce Retention, Emergency Supplies, Technology Supplies, Prepaid Grocery Cards, and Staff Development. This policy may require updating based on the requirements related to funds or to any additional ARP funds issued.

This policy outlines the type of expenses that are allowable for reimbursement related to prepaid grocery cards, emergency supplies, technology supplies, and staff development for a HMF Home Visiting Local Implementing Agency (LIA) as outlined in the ARP regulations and the State of Montana guidelines. The other approved categories: ARP Workforce Incentive and Retention are part of a different policy and procedure.

### POLICY

- Each LIA is allowed to spend their approved budgeted amount on the three categories: Prepaid Gift Cards, Emergency Expenses, and Technology Supplies.
  - Allowable expenses are reimbursed based on what is allowed by ARP regulations and the amount HMF was awarded.
  - LIAs <u>are</u> also allowed to request reimbursement for pre-approved staff development beyond their supplemental contract amount.
- HMF reserves the right to deny funding for allowable expenses in the proposed budgeting process with LIAs prior to contract finalization.
- HMF reserves the right to reject funding for items that are purchased without preapproval.
- Only currently enrolled families qualify to receive gift cards, emergency supplies, or technology items.
- 5. HMF was approved for the disbursement of ARP funds for Prepaid Gift Cards.
  - a. The value of gift cards is not to exceed twenty-five dollars (\$25) per card.

- b. LIA shall obtain a signature from the family stating it will not be used for alcohol, tobacco products of any kind, firearms and must be used for the purpose that was intended and identified between the home visitor and client and keep this on file.
- c. How and to whom the gift cards are distributed is up to the LIA.
- d. The total amount spent on gift cards is based on the approved budget amount and it is up to the LIA how much they choose to spend on this category.
- e. The amount spent on gift cards must be reported on the monthly HMF Monthly American Rescue Plan (ARP) Expenditure Report form.
- Please note what is allowed in this policy for purchase by ARP funds is different than what is allowed by HMF Allowable Expenses Policy.
- HMF was approved for disbursement of ARP funds for Emergency Supplies provided to families.
  - a. These supplies may be purchased by the LIA for distribution or by providing the client with a prepaid card to purchase the necessary item(s).
  - If the LIA chooses to distribute prepaid gift cards rather than provide items directly, LIA must follow the requirements above for prepaid gift cards.
  - c. LIAs will notify the HMF Program Specialist of their plans for emergency supplies and will be approved by HMF prior to purchasing and distributing to families.
  - d. The amount spent on emergency items must be reported on the monthly HMF Monthly American Rescue Plan (ARP) Expenditure Report form.
- HMF was approved for disbursement of ARP Funds for Technology Supplies provided to LIAs to support the data capabilities of families and home visitors.
  - a. These items may be purchased by the LIA and distributed as needed.
  - b. The amount an LIA is allowed to spend is based on the ARP grant submission and will be included in the LIA ARP Budget.
  - LIAs will notify the HMF Program Specialist of their plans for technology supplies and will be approved by HMF prior to purchasing and distribution.
  - d. The amount spent on technology items must be reported on the monthly HMF Monthly American Rescue Plan (ARP) Expenditure Report form
- HMF was approved for disbursement of ARP funds for professional training for LIA's HMF funded staff.
  - a. Professional training funds may be spent on:
    - i. Registration fees
    - ii. Attendance costs such as travel, lodging, per diem.
  - LIAs must receive prior approval from HMF state staff for all professional development requests funded with federal or state funds.
  - c. LIAs shall provide documentation of specific completed professional development in the form of receipts included with the Monthly Expenditure Report, curriculum outlines of trainings, and training roster or records related to the training, upon request by HMF staff or during site review.
  - d. HMF will not reimburse for any professional development that did not receive prior written approval by HMF staff. Written prior approval may be via email.

e. The amount spent on professional training must be reported on the monthly HMF Monthly American Rescue Plan (ARP) Expenditure Report form and accompanied with all receipts.

#### **PROCEDURE**

- LIA must submit the HMF Monthly American Rescue Plan (ARP) Expenditure Report form to the HMF Program Specialist by the 30<sup>th</sup> of each month.
  - a. The form needs to be complete to be approved for reimbursement.
  - b. Completed forms are submitted to the HMF Program Specialist
  - c. Forms must be submitted monthly until Supplemental ARP Contract dollars are expended and/or until the final date the funds may be expended, and then as needed for staff development reimbursement.
- It is recommended that LIAs have a process for compliance and tracking the use of Prepaid Grocery Cards for their own accounting purposes.
  - a. According to HRSA: a best practice for compliance with the use of prepaid grocery cards is to obtain a signed statement by the enrolled family acknowledging and agreeing to the purpose(s) of and restrictions on prepaid grocery card use. HRSA does not require, nor does it encourage, recipients to collect further usage information (such as receipts) from enrolled families.
- It is recommended that all prepaid cards will be individually tracked as to who they were distributed to and by whom for LIA internal control, accounting, and auditing purposes.
  - a. HMF may request this information at any time.
- HMF has assigned one Program Specialist to oversee the ARP funds disbursement process: Abbie Chermack Abbrah. Chermack@mt.gov 406-444-0041

#### **DEFINITIONS**

ARP Emergency Supplies: According to the legislation, this includes:

- Diapers and diapering supplies, including diaper wipes and diaper cream, necessary to ensure that a child using a diaper is properly cleaned and protected from diaper rash
- Infant formula
- Personal protective equipment
- Food and water
- Hand soap and hand sanitizer
- At-home COVID-19 test kits (for families and home visitors). See <u>MIECHV ARP FAQs</u> for details.

<u>ARP Technology Supplies</u>: As HMF defined in approved grant submission, this covers technology items to support LIAs technology needs as related to COVID-19 in implementing home visiting services. This includes:

- Hot Spots
- Data Cards
- Tablets
- Updating HIPPA-Compliant Software

#### REFERENCES

American Rescue Plan Act of 2021 (P.L. 117-2)

American Rescue Plan (ARP) Act Awards: Maternal, Infant, and Early Childhood Home Visiting (MIECHV) Program Frequently Asked Questions (FAQs)

HMF Monthly American Rescue Plan (ARP) Expenditure Report Form

HMF Allowable Expenses Policy

ARPA ALLOWABLE EXPENSES HEALTHY MONTANA FAMILIES EFFECTIVE DATE 11/01/2021

#### Attachment AB To Task Order No. 22-25-8-41-167-0

#### **EXPENDITURE REPORT**

Contract Number	HMF Monthly American Rescue Plan (ARP) Expenditure Report							
Condact Number.	Contract Number:							

Submit this report to Healthy Montana Families via mtmechv@mt.gov and copy your program consultant

Contractor:

	Budget Category	Amount Expended	Narrative describing expenditures in detail for each budget category
A.	Travel		
_		\$0.00	
В.	Emergency Suppli	\$0.00	
C.	Technology Suppl	\$0.00	
D.	Grocrey Cards	\$0.00	
T	otal Expenditures	\$0.00	

Contractor Approval		STATE USE				
REQUIRED SIGNATURES (may be original or electron	nic)	Date report received: Amount of \$ released prior to report:				
The signatures below must be for two different peop	nke.					
		Feedback to site needed (Yes or No):				
		Approved by financial specialist				
Authorized Representative Signature	Date	(date and initials):				
		Approved by program manager (date and initials):				
Fiscal Officer Signature	Date	Notes:				
		State funding released: \$				
		Federal funding released: \$				

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# Agenda Action Report Prepared for the Cascade County Commission

ITEM:

Body Worn Camera Grant Award #28568803

**INITIATED & PRESENTED BY:** 

**Undersheriff Cory Reeves** 

Cascade County Sheriff's Office

**ACTION REQUESTED:** 

**Approval of Contract 22-33** 

#### **BACKGROUND:**

The Cascade County Sheriff's Office is seeking approval to accept the Body Worn Camera Grant Award. This is a 50% **reimbursement grant** for the below listed time frame. This grant will be used to fund body cameras, instillation, and training for Cascade County Sheriff's Office. The grant application was approved on March 17, 2022. The award number is 28568803, for accounting purposes the DUNS number is 010360493.

TERM:

2022 Grant Funding 1/1/2022 – 12/31/2024

AMOUNT:

\$100,000.00 (Reimbursable)

**RECOMMENDATION:** 

Approval of Contract 22-33

#### TWO MOTIONS PROVIDED FOR CONSIDERATION:

#### **MOTION TO APPROVE:**

Mr. Chairman, I move that the Commission **approve** Contract 22-33, Body Worn Camera Grant Award.

#### MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **disapprove** Contract 22-33, Body Worn Camera Grant Award.

# Supporting Small, Rural, and Tribal Law Enforcement Agency Body-Worn Camera Policy and Implementation Program

SUBAWARD ("MICRO-GRANT") AGREEMENT BETWEEN
Cascade County Sheriff's Office







Justice & Security Strategies, Inc.

SUBAWA	RD INFORMATION
Name:	Cascade County Sheriff's Office
Address:	3800 ULM NORTH FRONTAGE RD GREAT FALLS, MT 59404
Award Number	28568803
Federal Identification Number	81-6001343
Micro-grantee DUNS/UEI	010360493
Program Period: Start Date - End Date	01/01/2022-12/31/2024
Total Amount of the Federal Award	\$ 100,000.00
Match Amount	\$ 100,000.00

By signing this document, you agree to accept and comply with the award requirements including award conditions, assurances and certifications that were presented within the application portal and the associated attachments, as well as any additional requirements or conditions imposed subsequent to the program start date of this award by DOJ, OJP or JSS on Cascade County Sheriff's Office. These conditions apply during the project period. These requirements encompass financial, administrative, and programmatic matters, including specific restrictions on use of funds in the approved budget. In addition to the specified award conditions, the micro-grantee also agrees to abide by the general Federal award conditions accepted by the prime award agency, Justice & Security Strategies, Inc. which can be found at the following link: https://www.srtbwc.com/wp-content/uploads/2022/03/SRT-BWC-Micro-Grantee-Award-Special-Conditions.pdf.

Should Cascade County Sheriff's Office accept the award and then fail to comply with an award requirement, JSS, on behalf of DOJ, will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

AGENCY APPROVAL	SUBRECIPIENT ACCEPTANCE
Dr. Shellie Solomon, CEO, Justice & Security Strategies, Inc. 1835 E Hallandale Beach Blvd #387, Hallandale Beach, FL 33009 info@srtbwc.com, 888-235-0565	Typed Name and Title of Authorized Subrecipient Official
Signature of Approving Official	Signature of Authorized Subrecipient Official
Date:	Date:

Federal Award Number: 2020-BC-BX-K001, October 1, 2020, C.F.D.A. No.: 16.835. Federal Award Project Description: The Fiscal Year 2020 Supporting Small and Rural Agency Body-Worn Camera Policy and Implementation Program (SRA-BWC) will provide funding and program development support to small and rural agencies that intend to initiate expanded body-worn camera programs. The provider will be responsible for designing and administering a competitive funding solicitation that distributes micro-grants to qualified small and rural agencies to implement a body-worn camera program. They will also identify the needs of micro-grantee agencies and deliver standard and customized training and technical assistance (TTA) to those agencies. This is not a research and development grant.

This project was supported by Grant No. 2020-BC-BX-K001 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.

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## Attachment A: Award Specific Requirements

- Body-worn Camera ("BWC") Policy Review Required in Order to Receive Funding: Micro-grantee is required to successfully demonstrate that they have developed BWC policies that are purposeful, comprehensive, and deliberately designed and acceptable to DOJ's Office of Justice Programs (OJP) and JSS. All funding except 10% of the total award amount under this micro-grant will be held until Micro-grantee's BWC policy is approved in writing by JSS.
  - a) If Micro-grantee already developed a BWC policy, JSS must review and approve the policy, and Micrograntee's executive officers must certify that their policy was developed in a comprehensive, deliberate, and planned manner, and is consistent with relevant state laws; or
  - b) If Micro-grantee has not yet developed a BWC policy, Micro-grantee must develop a BWC policy as a condition of this micro-grant. Micro-grantee must work with JSS to ensure that policy development is purposeful, comprehensive and deliberate.
- 2) Monthly Reporting Required: In order to be eligible for reimbursement under this micro-grant, Micro-grantee will be required to submit monthly reports, as well as a final report after the project end date, through the online micro-grant portal no later than dates to be specified by JSS. These reports will require submission of both financial and programmatic information. Micro-grantee must collect and maintain data concerning the work performed under this micro-grant in a manner and timeframes specified by JSS. The financial and programmatic data elements, outputs and outcomes will be outlined by JSS in the online micro-grant portal for this program.
- 3) Budget and spending restrictions: In addition to all restrictions in funding previously communicated to Micrograntee, specified in the solicitation or budget submission form for this micro-grant, outlined in the special conditions below, or specified in applicable federal law and regulations, Micro-grantee may not use funds from this micro-grant to pay for:
  - a) Costs associated conferences, including but not limited to costs for hosting, developing, sponsoring, or attending conferences. Important note: Conferences are defined by DOJ to mean "a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity."
  - b) Data storage costs. However, BJA and JSS recognize that BWC systems are often bundled or sold as software-as-a-service (SaaS) with no line-item distinction of data storage costs; therefore, procurements with bundled costs (specifically no line-item storage costs) are permissible for reimbursement, and the agency will not be asked to break out the costs.
  - c) Costs associated with a website, including software development, updating, programming, design, or otherwise any website-related expense.
  - d) Any consultant rate in excess of \$650 per day unless approved in writing by JSS prior to expenditure.

#### 4) Audit and monitoring:

- a) Should Micro-grantee's audit, if applicable, under Part 2 CFR 200 or related regulations contain findings related to this micro-grant, Micro-grantee understands all payments under this micro-grant may stop until those findings are resolved in a manner approved by JSS.
- b) Micro-grantee agrees to comply with all micro-grant monitoring guidelines, protocols, and procedures, and to cooperate with JSS and BJA (including its Office of the CFO) on all grant and program monitoring requests, including
  - Requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits.
  - ii. Providing all documentation requested or otherwise necessary to complete monitoring tasks, by the deadlines set by JSS or BJA.

Failure to cooperate with BJA's or JSS's grant monitoring activities may result in sanctions affecting Micrograntee's DOJ awards, including, but not limited to: withholdings and/or other restrictions on access to this or other grant funds; termination of this or other grant awards, referral to the Office of the Inspector General for audit review; designation of Micro-grantee as a DOJ High Risk grantee.

5) Close-out: Micro-grantee will comply with all close-out procedures provided by JSS and submit its final report no later than the date specified by JSS during close-out.

### Attachment B: Award Specific Requirements

Because your organization's funding (referred to below as a "subgrant" or "micro-grant") utilizes OJP funds, DOJ requires your organization to comply with certain federal legal requirements in addition to the requirements of your Micro-grant Agreement with JSS. These additional requirements are:

Federal rules that apply to this Subgrant: Micro-grantee is required to comply with the federal rules governing the financial management of federal grants like this Subgrant. These rules are called the Uniform Guidance and can be found at 2 CFR 200. The Uniform Guidance contains requirements about how an organization may spend federal funds, the tracking of receipt and spending of federal funds, and other financial requirements.

For additional details about these requirements, see the OJP website at https://oip.gov/funding/Part200UniformRequirements.htm.

If you have a question or believe there is a conflict between any documents JSS provides you and the Uniform Guidance, contact JSS immediately for clarification.

- 2) DOJ Grants Financial Guide: Micro-grantee agrees to comply with the requirements of the DOJ Grants Financial Guide and any updates made to this document, which is located at:

  https://www.oip.gov/sites/g/files/xyckuh241/files/media/document/DOJ FinancialGuide 1.pdf.
- 3) Record retention and access: All micro-grantee records of any kind that relate to this Subgrant must be kept by your organization for 3 years from the date you submit your final report at the end of the Subgrant. Micro-grantee records that relate to this Subgrant means any document, record, or data or any kind whatsoever concerning this Subgrant. This includes but is not limited to: agreements, contracts, purchase orders, receipts, reports, financial documents, computer data, personnel files, and any other paper or document related to this Subgrant in any way.

Also, your organization must provide access to these records to JSS, OJP and other federal inspectors and agencies. For more details about this requirement, please see 2 C.F.R. 200.333. The records you must provide access to include performance measurement information about this Subgrant.

If micro-grantee is eligible and elects to use an indirect cost rate as described in 2 C.F.R. 200.414(f), micro-grantee must advise JSS in writing that it is eligible and elects to use an indirect cost rate. Micro-grantee must comply with all requirements of 2 CFR Part 200 concerning indirect cost rates. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

- 4) Requirement to report potentially duplicative funding: If micro-grantee currently has other active federal grants, or if micro-grantee receives any other award of federal funds during the period of performance for this micro-grant, micro-grantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, micro-grantee must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) and JSS in writing of the potential duplication, and, if so requested by the DOJ awarding agency or JSS, must seek a grant adjustment modification to eliminate any inappropriate duplication of funding.
- 5) Requirement to report breach of confidential information: Personally Identifiable Information (PII) is information that can be used, by itself or together with other information, to identify someone. The full definition can be found at 2 CFR 200.79. Micro-grantee must have procedures to respond if there is an actual or imminent "breach" of PII if micro-grantee either
  - a) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of PII within the scope of an OJP grant-funded program or activity, or
  - b) uses or operates a "Federal information system," which typically is a database that a federal agency uses.

As a law enforcement agency, micro-grantee's organization collects and maintains PII. Therefore, micro-grantee must have written procedures on how micro-grantee will respond if there is an actual or imminent breach of PII.

A breach of PII, as defined in OMB M-17-12, means: The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses PII or (2) an authorized user accesses or potentially accesses PII for an other than authorized purpose.

Micro-grantee's procedures required by this section must include a requirement to report an actual or imminent breach to JSS within 12 hours of when it occurs. This is required so that JSS can report the breach to OJP within 24 hours as legally required by OJP. Micro-grantee must contact JSS immediately using the method specified by JSS and no later than 12 hours if a breach of PII occurs or is about to occur to make sure this gets reported to OJP within 24 hours as required.

- 6) **Subgrants:** Micro-grantee is not permitted to award subgrants—also referred to as subawards—with the funds from this Subgrant unless you have written approval from JSS in advance of issuing the subaward.
- Procurement rule—cannot discriminate against associates of the federal government: When buying any goods or services with funds from this micro-grant (this is known as a "procurement transaction"), micro-grantee must not discriminate against any person or business because of their status as an "associate of the federal government" (or because a person or entity is affiliated or owned by such an associate). A person or entity is an "associate of the federal government" if they are engaged or employed (in the past or at present) by or on behalf of the federal government-as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise-in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 8) **Human trafficking:** Micro-grantee must comply with all U.S. Department of Justice requirements related to trafficking in persons. This includes, but is not limited to, the requirement micro-grantee and its employees must not engage in:
  - a) Severe forms of trafficking in persons
  - b) Procurement of a commercial sex act
  - c) Use of forced labor in the performance of the Subgrant
  - d) Acts that directly support or advance trafficking in persons.

Examples are included in Section B at this website: https://oip.gov/funding/explore/prohibitedconduct-trafficking

Micro-grantee's full obligations related to prohibited conduct in trafficking in persons can be found at that link above and are incorporated here with this reference. Micro-grantee's micro-grant can be terminated immediately for violation of these requirements.

- 9) Rules for trainings developed with funds from this micro-grant: Any training materials micro-grantee develops or delivers with funds from this micro-grant must comply with the Department of Justice OJP training requirements. These requirements include that:
  - a) Trainers comply with the law and cannot discriminate.
  - b) The content of the training and the materials must be accurate, relevant, useful and well-matched to the purpose of the training.
  - c) Trainers must be well-qualified in the subject area.
  - d) Trainers must demonstrate highest standards of professionalism.

Details about these requirements can be found here:

https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.html.

10) Compliance with DOJ Regulations pertaining to civil rights and nondiscrimination: Equal Employment Opportunity: Micro-grantee must uphold all requirements for an equal employment opportunity organization. This means it must comply with all applicable requirements of 28 CFR Part 42, relating to civil rights and nondiscrimination and includes the requirements for equal employment opportunity programs provided in 28 CFR 42 Subpart E if Micro-grantee is required to have such a program.

- 11) **Civil Rights:** Nondiscrimination on basis of religion: Micro-grantee must comply with all applicable requirements of 28 CFR 38 regarding nondiscrimination on the basis of religion or religious beliefs.
- 12) **Prohibition on using Subgrant funds for lobbying or influencing government officials:** Micro-grantee may not use any of the funds from this Subgrant for lobbying, whether directly or indirectly. Lobbying means supporting or opposing the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. See 18 USC 1913 for additional details.

Also, Micro-grantee may not use any of the funds from this Subgrant to pay any person to influence or attempt to influence any federal agency, member of Congress or any of their employees concerning a federal grant, contract, or any other federal award. There are exceptions, including an exception for tribal organizations. See 31 USC 1352 for details.

Contact JSS immediately if you have any questions about this section or whether a specific situation falls within these rules.

Duty to report fraud, waste, abuse, and misconduct: Micro-grantee must promptly report to the DOJ Office of the Inspector General (OIG) any credible evidence that any person (whether they work for your organization or not) has (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws of fraud, conflict of interest, bribery, gratuity, or similar misconduct, in connection with funds under this award.

You can report potential fraud, waste, abuse, or misconduct involving or relating to these Subgrant funds by: (1) online submission accessible via the OIG webpage at <a href="https://oig.justice.gov/hotline/contact-grants.htm">https://oig.justice.gov/hotline/contact-grants.htm</a> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Micro-grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Micro-grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <a href="https://oig.justice.gov/hotline">https://oig.justice.gov/hotline</a>.

- 14) No restriction on reporting fraud, waste or abuse permitted: Micro-grantee may not require any employee or contractor to sign a confidentiality agreement that restricts or bans reporting of waste, fraud or abuse to a federal agency. This does not apply to the federal Standard Forms 312 or 4414 regarding not disclosing certain classified or sensitive information.
  - If JSS learns that micro-grantee is requiring agreements or statements from its employees or contractors that restrict or prohibit reporting of fraud, waste, abuse or misconduct, JSS is required by law to stop all payments under this micro-grant to micro-grantee.
- No retaliation for reporting gross mismanagement of federal funds: Micro-grantee may not retaliate against an employee for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. This requires that Micro-grantee comply with applicable provisions of 41 USC 4712.
- 16) Encouragement to ban text messaging while driving: Micro-grantee is encouraged to adopt and enforce policies banning employees from text messaging while driving and to establish policies and educate its employees to decrease crashes caused by distracted drivers.
- 17) Requirements if designated "high risk" by a federal agency: If micro-grantee is designated "high risk" by a federal grant-making agency other than DOJ, currently or at any time during the course of this micro-grant, micro-grantee must disclose this and any other information requested immediately to JSS at the contact information provided by JSS and to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. "High risk" includes any status under which a federal awarding agency provides additional oversight due to micro-grantee's past performance, or other programmatic or financial concerns with the micro-grantee. Micro-grantee's disclosure must include the following: 1. The federal awarding agency that designates micro-grantee high risk, 2. The date micro-grantee was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency. Micro-grantee agrees to comply with all additional requirements imposed by OJP or JSS if micro-grantee is designated as high risk by DOJ or any other federal agency.
- 18) Copyright and data rights: Micro-grantee acknowledges that OJP has a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use for Federal purposes: (1) any copyrighted work

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developed under this Subgrant; and (2) any rights of copyright to which Micro-grantee purchased with Subgrant funds.

Micro-grantee acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under this Subgrant; and (2) authorize others to receive, reproduce, publish, or otherwise use this data for Federal purposes.

If Micro-grantee refuses to accept terms affording the Government such rights, JSS is required to report this to OJP and not proceed with an agreement with Micro-grantee.

19) Micro-grantee integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS.

Micro-grantee must comply with all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with either this micro-grant or any other grant, cooperative agreement, or procurement contract from the federal government.

If the total value of micro-grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time, micro-grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the Federal Awardee Performance and Integrity Information System (FAPIIS) about civil, criminal, or administrative proceedings described in this special condition.

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <a href="https://ojp.gov/funding/FAPIIS.htm">https://ojp.gov/funding/FAPIIS.htm</a> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

- Verification of employee authorization to work in the United States: This Subgrant requires that your organization take certain steps to ensure that every person whose salary is paid for in any part, no matter how small, with funds from this Subgrant, is eligible to work in the United States. This is a requirement of federal law 8 U.S.C. 1324a(a)(1) and (2). The U.S. Department of Justice requires that you do certain things to comply with this requirement. These things are:
  - a) Verify that every employee whose salary is paid for in any part, no matter how small, with funds from this Subgrant is eligible for employment in the United States.
    - i. You can do this by completing the federal form I-9 for each employee and checking and making copies of the documents that form requires. You can also do this by using the federal E-Verify system. You can sign up for E-Verify by going to www.e-verify.gov.
    - For people you are hiring, you must verify their employment eligibility before you hire them. For those
      already hired, you must verify their employment eligibility immediately if you have not done so already.
  - b) Notify all people involved in Subgrant activities for your organization (which includes employees involved in the hiring process) about this requirement to verify employment eligibility and about the federal law that makes it illegal to hire or keep someone on staff who is not authorized to work in the United States.
  - c) Provide training to all people involved in Subgrant activities for your organization (which includes employees involved in the hiring process) about these requirements.
  - d) Keep all records of employment eligibility verifications—this includes E-Verify verifications, Form I-9's, copies of identifications, passports, social security cards, lawful permanent resident cards and all other documentation used to verify employment.
- 21) Excess compensation: Funds from this micro-grant may not be used to pay cash compensation (salary plus bonuses) to any employee of micro-grantee at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year—effective January 2022, this maximum annual salary is \$203,700. (Micro-grantee

		4

may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

# BOARD OF COUNTY COMMISSIONERS CASCADE COUNTY, MONTANA

Joe Briggs, Chairman	
James L. Larson, Commiss	sioner
Don Ryan, Commissioner	<del></del>
Passed and adopted at Con	nmission Meeting held on this 12th day of April 2022.
	1444
	Attest
	022, I hereby attest the above-written signatures of and Don Ryan, Cascade County Commissioners.
	RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER
* APPROVED AS TO FORM: Josh Racki, County Attorney	
DEPUTY COUNTY ATTORNEY	

<sup>\*</sup> THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

# Agenda Action Report prepared for the Cascade County Commission

ITEM:

Award: Black Eagle Road Overlay Project

**INITIATED BY:** 

Cascade County Public Works Department

ACTION REQUESTED:

Approval of Contract 22-34

PRESENTED BY:

Les Payne, Public Works Director

#### BACKGROUND:

Cascade County Public Works Department hired Big Sky Civil & Environmental, Inc. to perform engineering services related to the planning, design and construction supervision of the reconstruction and overlay of Black Eagle Roads. Project consists of: A 0.2' thick plant mix paving overlay, paint striping, and other miscellaneous work. Construction bid packet availability was published in the Great Falls Tribune on March 2, March 6, and March 13, 2022. Hard copies were available at the office of Big Sky Civil & Environmental, Inc, located at 1324 13<sup>th</sup> Ave SW, Great Falls, MT 59403. Sealed bids were due on Monday March 21, 2022, at 1:00 pm in the Cascade County Commissioners Office. Bids were then opened and read aloud. Only one bid was received, this from United Materials of Great Falls, MT. Schedule 1, had a bid price of \$255,066.00, schedule 2, had a bid price of \$667,481.50 and schedule 3 had a bid price of \$506,983.00 for a total cost of \$1,429,530.50. Some scheduled work could be delayed to a later date, due to additional services that the Black Eagle Water & Sewage Department, is looking to add.

#### RECOMMENDATION:

Big Sky Civil and Cascade County Staff, after reviewing the bid package from United Materials, of Great Falls, recommends that the Board of County Commissioners award the contract to United Materials of Great Falls, MT, for schedules 1, 2 & 3 of Black Eagle Road overlay, for a total cost to the County of \$1,429,530.50.

### TWO MOTIONS PROVIDED FOR CONSIDERATION

#### **MOTION TO APPROVE:**

"Mr. Chairman, I move Cascade County Commission **APPROVE** Contract 22-34, bid proposal from United Materials, to overlay schedules 1, 2 & 3 of Black Eagle Roads, for a total cost of \$1,429,530.50 and instruct staff to complete the contracting process."

#### **MOTION TO DISAPPROVE**:

"Mr. Chairman, I move Cascade County Commission DISAPPROVE Contract 22-34."

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March 24, 2022

Mr. Leslie Payne, PWD Cascade County 279 Vaughn S. Frontage Road Great Falls MT 59404

RE: Award Recommendation – Black Eagle Overlay Project

Dear Mr. Payne,

Big Sky Civil & Environmental (BSCE) reviewed and considered the bid packages for the aforementioned project. We tabulated the bids and verified unit bid items and total costs. There were no mathematical errors, meaning the bid totals as read aloud during the 3/21/2022 public bid opening were accurate.

A single bidder submitted their bids in accordance with the Project Manual requirements. Of the responsive bidders, United Materials of Great Falls, Inc. submitted the lowest bid at \$255,066.00 for the Schedule I work. The engineer's estimate was for \$296,177.40. United Materials bid was \$41,111.40 lower than the engineer's estimate. United Materials of Great Falls, Inc. submitted the lowest bid at \$667,481.50 for the Schedule II work. The engineer's estimate was for \$822,025.20. United Materials bid was \$154,543.70 lower than the engineer's estimate. United Materials of Great Falls, Inc. submitted the lowest bid at \$506,983.00 for the Schedule III work. The engineer's estimate was for \$512,486.40. United Materials bid was \$5,503.40 lower than the engineer's estimate.

BSCE contacted Montana's Department of Labor & Industry and found that, at the time of bidding, the bidder was properly registered and not on the debarred list of the Federal Excluded Parties List.

BSCE hereby recommends that award be made to United Materials of Great Falls, Inc. for the project. BSCE will prepare a Notice of Award for the County's signature following your review and concurrence. We will then formally issue the Award and the unsigned Agreement, together with a request that the Contractor sign the Agreement and obtain the required certificates of insurance, Payment Bond, and Performance Bond.

Attached hereto are the Certified Bid Tabulations and completed Bid Recorder's Sheet.

If you have any questions, please feel free to call us at (406) 727-2185.

Respectfully,

Mark Leo, E.S.

Big Sky Civil & Environmental, Inc.

encl.

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# 21M - Black Eagle Overlay Project

Engineer's Certification:

Marke Date: 3/24/22

Schedule I

				Engineer's Estimate					United Materials of GF			
Item No.	Item	Est. Uni		Init Unit Price			Total		Unit Price		Total	
101	Mobilization	1	LS	\$	24,681.45	\$	24,681.45	\$	33,500.00	\$	33,500.00	
102	Traffic Control	1	LS	\$	24,681.45	\$	24,681.45	\$	10,000.00	\$	10,000.00	
103	Cold Milling (End Conn.)	1078	SY	\$	12.50	\$	13,475.00	\$	9.00	\$	9,702.00	
104	Cold Milling (Edge Conn.)	1971	SY	\$	14.00	\$	27,594.00	\$	8.50	\$	16,753.50	
105	Plant Mix AC	1509	Ton	\$	110.00	\$	165,990.00	\$	103.00	\$	155,427.00	
106	Emulsified Asphal Tack	1086	Gal	\$	4.25	\$	4,615.50	\$	3.25	\$	3,529.50	
107	SS MH Treatment	8	Ea	\$	375.00	\$	3,000.00	\$	600.00	\$	4,800.00	
108	Valve Treatment	8	Ea	\$	150.00	\$	1,200.00	\$	110.00	\$	880.00	
109	Miscellaneous Bid Items	5000	Ea	\$	1.00	\$	5,000.00	\$	1.00	\$	5,000.00	
110	Shoulder Gravel	20	Ton	\$	145.00	\$	2,900.00	\$	65.00	\$	1,300.00	
111	Crushed Base Course	167	CY	\$	45.00	\$	7,515.00	\$	47.00	\$	7,849.00	
112	Digout (3" AC, 9" CBC)	115	SY	\$	135.00	\$	15,525.00	\$	55.00	\$	6,325.00	
	***************************************	Total				\$	296,177.40			\$	255,066.00	

Schedule II

				Engineer's Estimate					United M	United Materials of GF			
Item No.	Item	Est. Quantity	Unit		Unit Price		Total		Unit Price		Total		
201	Mobilization	1	LS	\$	68,502.10	\$	68,502.10	\$	32,000.00	\$	32,000.00		
202	Traffic Control	1	LS	\$	68,502.10	\$	68,502.10	\$	18,500.00	\$	18,500.00		
203	Cold Milling (End Conn.)	489	SY	\$	12.50	\$	6,112.50	\$	12.00	\$	5,868.00		
204	Cold Milling (Edge Conn.)	5139	SY	\$	14.00	\$	71,946.00	\$	8.50	\$	43,681.50		
205	Plant Mix AC	4856	Ton	\$	110.00	\$	534,160.00	\$	103.00	\$	500,168.00		
206	Emulsified Asphalt Tack	3784	Gal	\$	4.25	\$	16,082.00	\$	3.25	\$	12,298.00		
207	SS Manhole Treatment	16	Ea	\$	375.00	\$	6,000.00	\$	600.00	\$	9,600.00		
208	Valve Treatment	15	Ea	\$	150.00	\$	2,250.00	\$	110.00	\$	1,650.00		
209	Miscellaneous Bit Items	5000	Ea	\$	1.00	\$	5,000.00	\$	1.00	\$	5,000.00		
210	Shoulder Gravel	83	Ton	\$	145.00	\$	12,035.00	\$	65.00	\$	5,395.00		
211	Seal & Cover	7610	SY	\$	3.25	\$	24,732.50	\$	4.00	\$	30,440.00		
212	Pavement Markings	19	Gal	\$	287.00	\$	5,453.00	\$	99.00	\$	1,881.00		
213	Sweep & Broom (Final)	0.5	Mi	\$	2,500.00	\$	1,250.00	\$	2,000.00	\$	1,000.00		
	*	Total				\$	822,025.20			\$	667,481.50		

Schedule III

					Engineer	's Es	timate	United N	ateria	als of GF
Item No.	Item	Est. Quantity	Unit	l	Jnit Price		Total	Unit Price		Total
101	Mobilization	1	LS	\$	42,707.20	\$	42,707.20	\$ 23,000.00	\$	23,000.00
102	Traffic Control	1	LS	\$	42,707.20	\$	42,707.20	\$ 12,000.00	\$	12,000.00
103	Cold Milling (End Conn.)	264	SY	\$	12.50	\$	3,300.00	\$ 11.00	\$	2,904.00
104	Cold Milling (Edge Conn.)	2593	SY	\$	14.00	\$	36,302.00	\$ 8.50	\$	22,040.50
105	Plant Mix AC	3997	Ton	\$	92.50	\$	369,722.50	\$ 108.00	\$	431,676.00
106	Emulsified Asphal Tack	2010	Gal	\$	4.25	\$	8,542.50	\$ 3.25	\$	6,532.50
107	SS MH Treatment	3	Ea	\$	375.00	\$	1,125.00	\$ 600.00	\$	1,800.00
108	Valve Treatment	7	Ea	\$	150.00	\$	1,050.00	\$ 110.00	\$	770.00
109	Miscellaneous Bid Items	5000	Ea	\$	1.00	\$	5,000.00	\$ 1.00	\$	5,000.00
110	Shoulder Gravel	14	Ton	\$	145.00	\$	2,030.00	\$ 90.00	\$	1,260.00
	•	Total				S	512,486.40		S	506,983.00

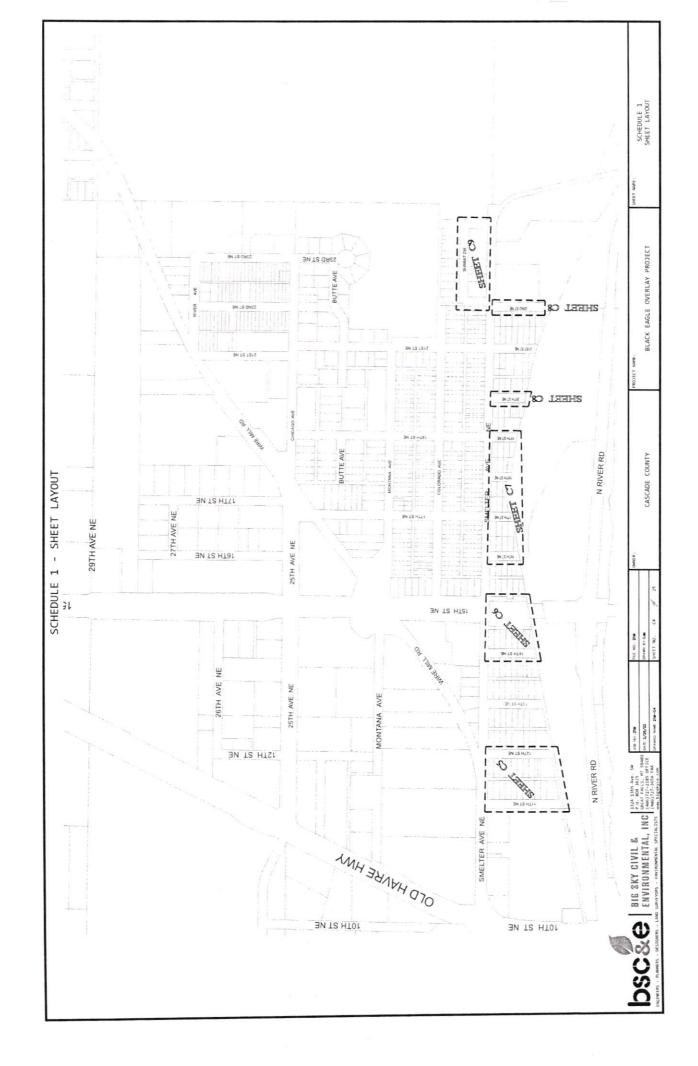
#### Engineer's Opinion of Probable Cost - Sch. I Project Number: 21M Prepared By: BSCE Project Name: Black Eagle Overlay Project March 16, 2022 Date: UPN Number: County: Cascade Project Length: 0.63 Miles District: N/A Design Stage Type of Work: PM item Number Est. Unit Price Bid Unit Price Total Amount Amount Quantity Description 1078 Cold Milling (End Conn) 1971 Cold milling (Edge Conn) Dollars Dollars Unit Dollars Dollars 12.50 S 14.00 S 103 Y2 Y2 11.475.00 27,594.00 105 1509 Plant Mix AC Ton Gal 110.00 S 4.25 S 165,990.00 4,615.50 Plant Mix AC Emylsified Asphalt Tack SS MH Treatment 1086 107 375.00 S 1,200.00 EACH Valve Treatment EACH Miscellaneous Items EACH ! 1.00 \$ 5,000.00 109 110 20 Ton C.Y. 145.00 S 45.00 S 2,900 00 2,515.00 Shoulder Grayel Cryshed Base Course 135.00 S 112 Digout 84 15,525.00 Subtatal S 246,814 50 Mobilization (@10%) \$ 24,681.45 Traffic Control (\$10%) \$ 24.681.45 TOTAL \$ 296,177.40

Project Number:	21M			Prep	ared By:	BSC	3		
Project Name:	Black Eagle C	Overlay Project		Date		Mar	ch 16, 2022		
UPN Number:				Cour	ity:	Caso	ade		
Project Length:	2.09	Miles		Distr		N/A			
Design Stage:	2.07				of Wark:	PM			
item Number	Quantity	Description	Unit	Est	. Unit Price Dollars		Amount Dollars	Bid Unit Price Dollars	Total Amount Dollars
203	489	Cold Milling (End Conn)	YZ	\$	12.50	5	6,112.50		
204	5139	Cold milling (Edge Conn)	S.Y	S	14.00	S	71,946.00		
205	4856	Plant Mix AC	Ton	\$	110.00	5	534,160.00		
206	3784	Emulsified Asphalt Tack	Gal	5	4.25	\$	15,082.00		
207	16	SS MH Treatment	EACH	1 5	375.00	5	5.000.00		
208	15	Valve Treatment	EACH	S	150.00	5	2,250.00		
209	5000	Miscellaneous Items	EACH	5	1.00	5	5,000.00		
210	83	Shoulder Gravel	Ton	\$	145.00	5	12,035.00		
211	7610	Seal & Cover	S.Y	5	3.25	5	24,732.50		
212	19	Pavement Markings	Gal	\$	287.00	5	5,453.00		
213	0.5	Sweep & Broom (Final)	MILE	S	2,500.00	S	1,250.00		
					Subtotal	s	685,021.00		
				Mobiliz	ation (@10%)	S	68,502.10		
					ontrol (@10%)		68,502 10		
					TOTAL	s	822,025.20		

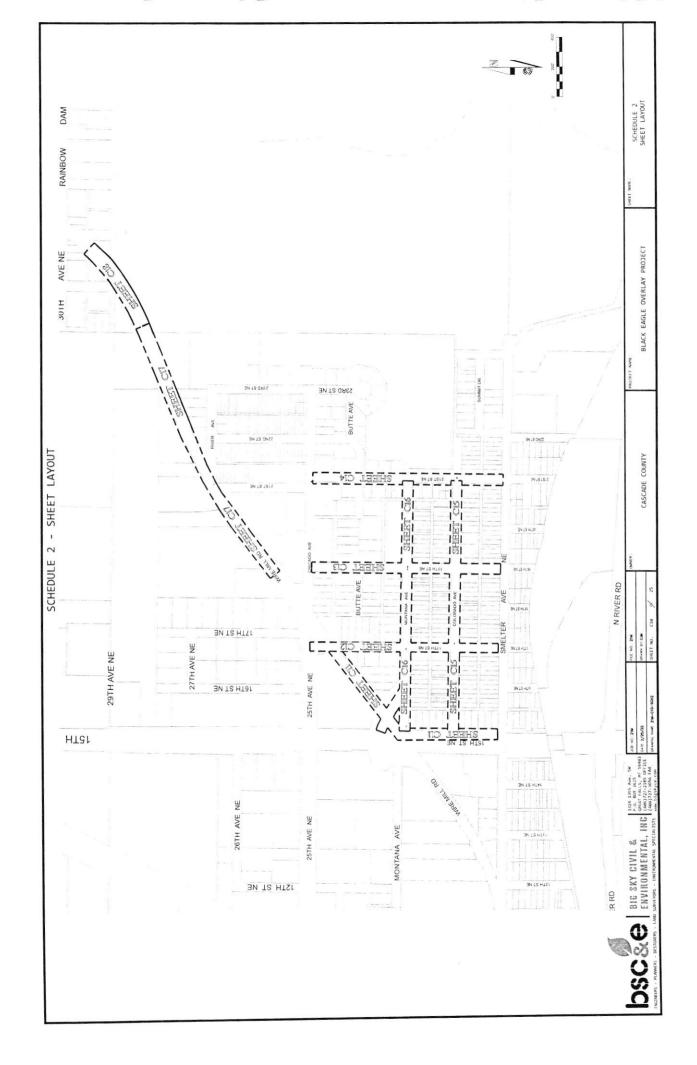
Project Number: Project Name:	21M Black Eagle C	Overlay Project		Prep	, , , , ,	BSC Mar	E rch 15, 2022		
UPN Number:				Cou	nty:	Cas	cade		
Project Length:	1.16	Miles		Dist	rict:	N/A			
Design Stage:				Тур	e of Work:	PM			
Item Number	Quantity	Description	Unit	E	t. Unit Price Dollars		Amount Dollars	Bid Unit Price Dollars	Total Amount Dollars
303	264	Cold Milling (End Conn)	SY	5	12.50	5	3,300 00		
304	2593	Cold milling (Edge Conn)	SY	5	14.00	5	36,302.00		
305	3997	Plant Mix AC	Ton	5	92.50	\$	369,722.50		
306	2010	Emulsified Asphalt Tack	Gai	5	4.25	5	8,542.50		
307	3	SS MH Treatment	EACH	5	375.00	S	1,125.00		
308	7	Valve Treatment	EACH	5	150.00	\$	1,050.00		
309	5000	Miscellaneous Items	EACH	5	1.00	5	5,000.00		1
310	14	Shoulder Gravel	Ton	5	145.00	\$	2,030.00		
				102	Subtotal	\$	427,072 00		
			-	Mob-	ization (@10%)	5	42,707.20		
			T	raffic	Control (@10%)	5	42,707.20		
					TOTAL	s	512,486.40		

Summary							
ichedule !	5	296,177.40					
schedule II	5	822,025.20					
schedule III	5	512,486.40					
	5	1,630,689.00					

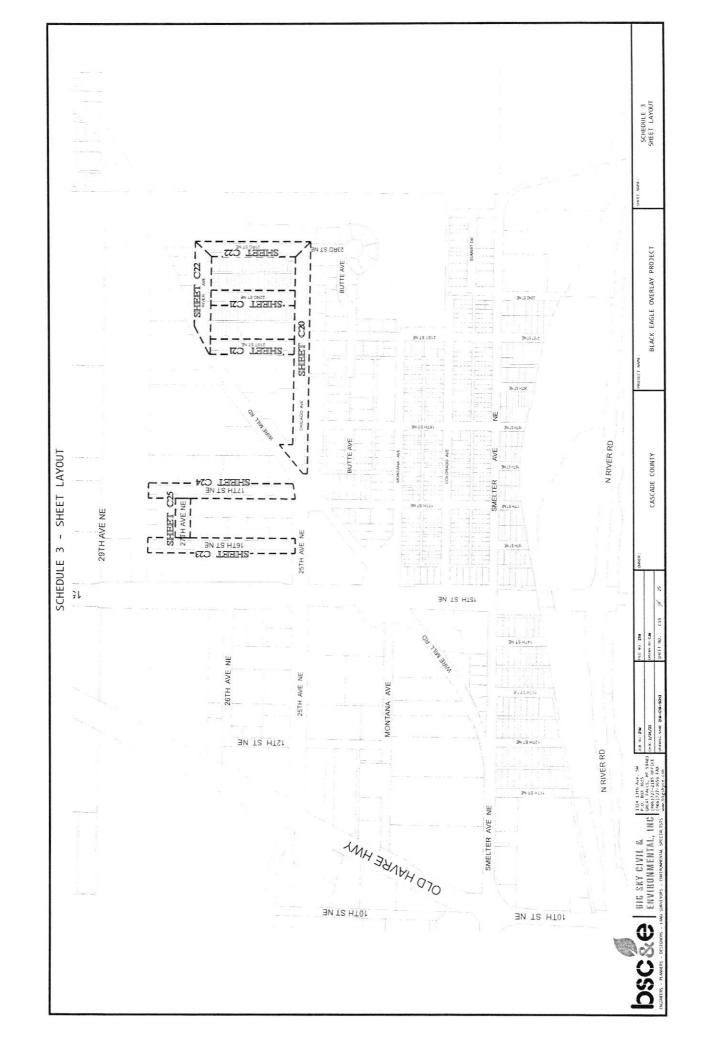
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BLACK EAGLE OVERLAY PROJECT

MARCH 21, 2021 - 1:00 P.M.								
PRINTED NAME	ADDRESS	SIGNATURE	ORGANIZATION	PHONE#	EMAIL ADDRESS			
MARK (63	132413th	Much E	BSCC	402 779 32	Madayskyce, can			
Divers Photon	2100 42 A. N	Didlu	Viren Mireon,	453-7692	devide unted word offer con Enella Coscace.			
JenSnell	PW	Oll	PW	454.6920	Brella Coscare.			
Las Para	9س	Pie	900	454-6290	1 Page O Carone			

# Bid Opening Checklist Black Eagle Overlay Project, 1:00 p.m., March 21, 2022

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(7) (8)	
CONTRACTOR NAME, ADDRESS AND REGISTRATION NUMBER ON COVER	Bound Contract Document in Bid Package (Y/N)	10% Bid Bond enclosed (Y/N)	Aff. of non- collusion signed (Y/N)	Cert of non- segregated facilities signed (Y/N)	Acknowledge receipt of all addenda on bid form and/or envelope (Y/N)	Schedule I Bid Amount	Schedule II Bid Amount	Schedule III Bid Amount
UNITED MATERIAL OF GIT	N/A	Y	Y	Y	Y	\$255,064,0	1667,481.32	\$ 504,985.5
Estimate								

		)

#### SECTION 00100

#### INVITATION TO BID

Separate sealed bids for construction of the Cascade County – Black Eagle Overlay Project will be received at the office of Cascade County Commission Chambers, 325 2<sup>nd</sup> Ave North #111, Great Falls, MT 59401 until 1:00 p.m. local time on March 21, 2022, and then publicly opened and read aloud. No electronic/digital media bids are allowed. Late bids will be returned unopened.

The project consists of three schedules: Schedule I includes approximately 910 feet of new paving on 11<sup>th</sup> & 12<sup>th</sup> Street NE and approximately 0.5 miles of 0.2' plant mix overlay on 14<sup>th</sup> St. NE through 20<sup>th</sup> Street NE and 22<sup>nd</sup> St. NE all south of Smelter Ave., and Summit Drive. Schedule II consists of a 0.2' plant mix overlay of approximately 2.1 miles including 15<sup>th</sup> St. NE, 17<sup>th</sup> St NE, 19<sup>th</sup> St. NE, 21<sup>st</sup> St. NE, north of Smelter Ave., also including Colorado Ave., Montana Ave., and Wire Mill Road. Schedule III consists of a 0.2' plant mix overlay of approximately 1.2 miles including Chicago Ave., River Ave., 16<sup>th</sup> St. NE, 17<sup>th</sup> St. NE, 21<sup>st</sup> St. NE, 22<sup>nd</sup> St. NE, River Ave., 23<sup>rd</sup> St. NE, and 27<sup>th</sup> Ave. NE all in the Black Eagle area. All schedules include connections to existing features and other miscellaneous work. Contractor shall have the required qualifications in order to bid this project.

The Contract Documents consisting of Drawings and Project Manual may be examined or obtained at the office of Big Sky Civil & Environmental, Inc., 1324 13<sup>th</sup> Ave SW, Great Falls, MT (406-727-2185) in accordance with Article 2.01 of Instructions to Bidders. Electronic contract documents are available upon request.

There will <u>not</u> be a Pre-Bid Conference for this project.

CONTRACTOR and any of the CONTRACTOR'S subcontractors bidding or doing work on this project will be required to be registered with the Montana Department of Labor and Industry (DLI). Forms for registration are available from the Department of Labor and Industry, P.O. Box 8011, 1805 Prospect, Helena, Montana, 59604-8011. Information on registration can be obtained by calling 1-406-444-7734. All laborers and mechanics employed by CONTRACTOR or subcontractors in performance of the construction work shall be paid wages at rates as required by the laws of the state of Montana. The CONTRACTOR must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

Each bid or proposal must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to <u>Cascade County</u>, in an amount not less than ten percent (10%) of the total amount of the bid. Successful BIDDERS shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount. Insurance as required shall be provided by the successful BIDDER(s) and a certificate(s) of that insurance shall be provided.

Award of this project will be contingent upon receiving concurrence from the <u>Cascade County Commission</u>. No bid may be withdrawn after the scheduled time for the public opening of bids stated above.

The right is reserved to reject any or all proposals received, to waive informalities, to postpone the award of the contract for a period not to exceed sixty (60) days, and to accept the lowest responsive and responsible bid which is in the best interest of Cascade County. Cascade County is an Equal Opportunity Employer.

Published at Great Falls, Montana, this 24th day of February, 2022.

(Publish March 2nd, March 6<sup>th</sup>, and March 13<sup>th</sup>) Great Falls Tribune

Leslie Payne Cascade County Public Works Director 325 2<sup>nd</sup> Ave North, #111 Great Falls, MT 59401



Order Confirmation for Ad #: 0005152035

Customer: CASCADE COUNTY PUBLIC WOR

Address: 279 VAUGHN SOUTH FRONTAGE

GREAT FALLS MT 59404 USA

Acct. #: FAL-0000000911

Phone: 4064546920

CASCADE COUNTY PUBLIC WOR

Ordered By: Les Payne

OrderStart Date: 03/02/2022

Order End Date: 03/13/2022

Tear Sheets

0

**Affidavits** 

Blind Box

\$765.36

Promo Type

Materials

Special Pricing

Size

1 X 113.00

**Net Amount** 

\$0.00

Tax Amount Total Amount Payment Method Invoice

Payment Amount \$0.00

**Amount Due** \$765.36

\$765.36 Ad Order Notes:

Sales Rep: KSchmidt

Order Taker: KSchmidt

Order Created

02/25/2022

Product	# Ins	Start Date	End Date	
FAL-gftribune.com	1	03/02/2022	03/02/2022	
03-02-22, 03-06-22, 03-13-22,				

FAL-GreatFallsTribune 03-02-22, 03-06-22, 03-13-22,

3 03/02/2022 03/13/2022

\* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION

#### SECTION 00100

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There will not be a Pre-Bid Conference for this project.

for this project.

CONTRACTOR and any of the CONTRACTOR'S subcontractors bidding or doing work on this project will be required to be registered with the Montana Department of Labor and Industry (DLI). Forms for registration are available from the Department of Labor and Industry, P.O. Box 8011, 1805 Prospect, Helena, Montana, 59604-8011. Information on registration can be obtained by calling 1-406-4447-7734. All laborers and mechanics employed by CONTRACTOR or subcontractors in performance of the construction work shall be paid wages at rates as required by the laws of the state of Montana. The CONTRACTOR must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

Each bid or proposal must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to Cascade County, in an amount not less than ten percent (10%) of the total amount of the bid. Successful BIDDERS shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount. Insurance as required shall be provided by the successful BIDDER(s) and a certificate(s) of that insurance shall be provided.

Award of this project will be contingent upon receiving concurrence from the Cascade County Commission. No bid may be withdrawn after the scheduled time for the public opening of bids stated above.

The right is reserved to reject any or all proposals received, to waive informalities, to postpone the award of the contract for a period not to exceed sixty (60) days, and to accept the lowest responsive and responsible bid which is in the best interest of Cascade County. Cascade County is an Equal Opportunity Employer.

Published at Great Falls, Montana, this 24th day of February, 2022.

(5152035) 3/2, 3/6, 3/13

### UNIT PRICE SCHEDULE Black Eagle Overlay Project Cascade County, Montana

# Schedule I – Black Eagle Overlay (Paving 11<sup>th</sup> & 12<sup>th</sup> Street NE and approximately 0.5 miles of 0.2' plant mix overlay on 14<sup>th</sup> St. NE through 20<sup>th</sup> Street NE and 22<sup>nd</sup> St. NE all south of Smelter Ave., and Summit Drive.)

Item No.	Est. Quantity		Name of Pay Item With Unit Bid Price Written In Words		Unit Price	Amount Bid
101 at	l Thirty three th	L.S.	Mobilization d five hundred dollars	/unit	\$33,500.00	\$33,500.00
102 at	l Ten thousand	L.S. dollars	Traffic Control	unit	\$10,000.00	\$10,000.00
103 at	1,078 Nine dollars	. S.Y.	Cold Milling (End Conn.)	/unit	\$9.00	\$9,702.00
104 at	1,971 Eight dollars a	S.Y. and fifty	Cold Milling (Edge Conn.) cents	/unit	\$8.50	\$16,753.50
105 at			Plant Mix AC dollars	/unit	\$103.00	<u>\$155,427.0</u> 0
106 at	1,086 Three dollars	Gal. and tw	Emulsified Asphalt Tack enty five cents—	/unit	\$3.25	\$3,529.50
107 at			SS Manhole Treatment	/unit	\$600.00	\$4,800.00
108 at			Valve Treatment llars	/unit	\$110.00	\$880.00
109 at			Miscellaneous Bid Items	/unit	\$1.00	\$5,000
110 at	20	Ton		/unit	\$65.00	\$1,300.00
111 at	167 Forty seven d		Crushed Base Course	/unit	\$47.00	\$7,849.00
112 at	115 Fifty five dolla		Digout (3" AC, 9" CBC)	/unit	\$55.00	\$6,325.00

SCHEDULE I WORK SUBTOTAL

s 255,066.00

Two hundred fifty five thousand sixty six dollars

(SUBTOTAL AMOUNT WRITTEN IN WORDS)

# Optional Schedule II – Black Eagle Overlay (15th St. NE, 17th St NE, 19th St. NE, 21th St. NE, 21th St. NE, north of Smelter Ave., also including Colorado Ave., Montana Ave., and Wire Mill Road. )

Item No.	Est. Quantity	<u>Unit</u>	Name of Pay Item With Unit Bid Price Written In Words		Unit <u>Price</u>	Amount Bid
201 at	l Thirty two th	4-11-40-1	Mobilization d dollars———————————————————————————————————	<u>-</u> ∕unit	\$32,000.00	\$32,000.00
202 at	1 Eighteen tho		Traffic Control five hundred dollars	_/unit	\$18,500.00	\$18,500.00
203 at	489 Twelve dolla		Cold Milling (End Conn.)	_√unit	\$12.00	\$5,868.00
204 at	5,139 Eight dollars	S.Y. and fif	Cold Milling (Edge Conn.)	/unit	\$8.50	\$43,681.50
205 at	4,856	Ton	Plant Mix AC dollars			\$500,168.00
206 at	3,784	Gal.	Emulsified Asphalt Tack wenty five cents			\$12,298.00
207 at	16 Six hundred		SS Manhole Treatment	<u>_</u> /unit	\$600.00	\$9,600.00
208 at			Valve Treatment	<u>-</u> √unit	\$110.00	\$1,650.00
209 at			Miscellaneous Bid Items	_/unit	\$1.00	\$5,000
210 at_	83	Ton	Shoulder Gravel			
211 at	7,610	S.Y.	Seal & Cover			
212 at_	19	Gal.	Pavement Markings			
213 at	0.5	Mile	Sweep & Broom (Final)			

# SCHEDULE II WORK SUBTOTAL <u>\$ 667,481.50</u>

Six hundred sixty seven thousand four hundred eighty one dollars and fifty cents (SUBTOTAL AMOUNT WRITTEN IN WORDS)

# Optional Schedule III – Black Eagle Roads (Chicago Ave., River Ave., 16<sup>th</sup> St. NE, 17<sup>th</sup> St. NE, 21<sup>st</sup> St. NE, 22<sup>nd</sup> St. NE, River Ave., 23<sup>rd</sup> St. NE, and 27<sup>th</sup> Ave. NE)

Item <u>No.</u>	Est. Quantity		Name of Pay Item With Unit Bid Price Written In Words		Unit Price	Amount Bid
301 at	1 Twenty three	L.S. thous	Mobilization and dollars	/unit	\$23,000.00	\$23,000.00
302 at	1 Twelve thou	L.S. sand d	Traffic Control	/unit	\$12,000.00	\$12,000.00
103 at	264 Eleven dolla	S.Y.	Cold Milling (End Conn.)	/unit	\$11,00	\$2,904.00
304 at	2 503	S Y	Cold Milling (Edge Conn.) ty cents			\$22,040.50
305 at	3,997 One hundre	Ton d eight	Plant Mix AC dollars	/unit	\$108.00	\$431,676.00
306 at	2,010 Three dollar	Gal. s and t	Emulsified Asphalt Tack wenty five cents	/unit	\$3.25	\$6,532.50
307 at	3 Six hundred	Each dollars	SS Manhole Treatment	unit	\$600.00	\$1,800.00
308 at	7 One hundre	Each d ten d	Valve Treatment ollars	Junit	\$110.00	\$770.00
309 at		Each	Miscellaneous Bid Items			
310 at			Shoulder Gravel	/unit	\$90.00	\$1,260.00

# SCHEDULE III WORK SUBTOTAL \$ 506,983.00

Five hundred six thousand nine hundred eighty three dollars

(SUBTOTAL AMOUNT WRITTEN IN WORDS)

# Agenda Action Report Prepared for the Cascade County Commission

ITEM:

Award for Architectural & Engineering Services

for the Roof Replacement at the Pacific Steel & Recycling Arena & Exhibition Hall, at the

ExpoPark.

**INITIATED AND PRESENTED BY:** 

Les W. Payne, Public Works Director

**ACTION REQUESTED:** 

**Approval of Contract 22-37** 

#### BACKGROUND:

Cascade County Public Works Department requested submittals for a Statement of Qualifications for architectural/engineering services relating to the roof replacement, of approximately 100,000 square feet of roof surface of the Pacific Steel & Recycling Arena & the Exhibition Hall, both located at MT ExpoPark at 400 3<sup>rd</sup> St NW, Great Falls, MT. The Request For Qualifications (RFQ), was published in the Great Falls Tribune, February 9th, February 13th and February 20<sup>th</sup>, 2022. Statement of Qualifications (SOQ's) were due by 2:00 p.m. on February 24, 2022. Public Works received SOQ's from Nelson Architects of Great Falls, MT and TD&H of Great Falls, MT. Staff reviewed and scored the submittals based on the criteria set forth in the RFQ. Public Works staff recommends awarding the contract to the architectural firm with the highest score, this being TD&H, of Great Falls, MT.

#### RECOMMENDATION:

Cascade County Staff, after reviewing the Statement of Qualifications from Nelson Architects and TD&H Engineering, recommends that the Board of County Commissioners award the contract to TD&H Engineering of Great Falls, MT.

#### TWO MOTIONS PROVIDED FOR CONSIDERATION:

#### MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Contract 22-37, bid proposal from TD&H Engineering for engineering services relating to the design and construction, for the roof replacement of approximately 100,000 square feet of the Pacific Steel & Recycling Arena & the Exhibition Hall, both located at MT ExpoPark at 400 3<sup>rd</sup> St NW, Great Falls, MT, for a total cost to Cascade County of \$132,000.00 and instruct staff to complete the contracting process.

#### MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract 22-37.

		$\cup$

#### AGREEMENT FOR ENGINEERING SERVICES

CLIENT:

Cascade County Public Works Department

DATE:

March 21, 2022

Contact Person:

Attn: Les Payne

Address:

279 Vaughn So. Frontage Road

City, ST, Zip

Great Falls, MT 59404

ENGINEER:

**TD&H ENGINEERING** 1800 River Drive North Great Falls, MT 59401

PROJECT TITLE: Cascade County MT ExpoPark Re-Roof Design Services

#### SCOPE OF SERVICE(S):

ENGINEER shall provide or cause to be provided the services described on Exhibit A – Scope of Services attached hereto (referred to herein as the Scope of Service(s)). If the scope/service is not specifically included herein, the scope/service is expressly excluded. CLIENT may direct or request changes within the general Scope of Service(s). Upon notification of such direction, ENGINEER shall prepare an estimate of the additional cost and time required, if any, to perform the change. Upon mutual written agreement, ENGINEER shall perform the change and an appropriate adjustment shall be made to the amount of fee and/or time schedule.

#### AMOUNT OF FEE:

Estimated Fees are Valid for 90 days from the Date provided in the Proposal Letter or the date which this Agreement was delivered to the CLIENT; authorization of this Agreement at a date later than 90 days may require an increase in fees and/or additional time required to complete the services at the sole discretion of the ENGINEER.

[X] LUMP SUM. The lump sum fee to complete the Scope of Service(s) will be

Total	\$132,000
Construction Administration	\$ 66,000
Contractor Bidding Services	\$ 12,000
Bid Document Design Services	\$ 54,000

Payment for services: Payment is due upon receipt of the invoice and is past due 30 days from the invoice date. The CLIENT agrees to pay a late fee of 1.5 %, compounded monthly, from the invoice date, on the undisputed past due amount. Any inquiries or questions regarding the substance of the invoice shall be made in writing within ten (10) days of receipt of the invoice. Failure to notify ENGINEER within this time period indicates acceptance of billing for services performed.

#### **GENERAL TERMS AND CONDITIONS**

- 1. **ENGINEER** shall perform its services in a manner consistent with generally accepted professional standards required of it and other design professionals providing similar services under similar conditions in the same locale. **ENGINEER** is authorized to proceed as of the date of this Agreement unless otherwise noted.
- 2. Any opinion of the construction cost prepared by the ENGINEER represents its judgment as a design professional and is supplied for the general guidance of the CLIENT. Since the ENGINEER has no control over the cost of labor and material, schedules, competitive bidding, or market conditions, the ENGINEER does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CLIENT. Similarly, ENGINEER does not guarantee any proposed schedules for commencement or completion of services.
- 3. **Project Site: ENGINEER** shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with construction of the Project, nor shall ENGINEER be responsible for any contractor's failure to construct the Project in accordance with the requirements of the construction agreement. **ENGINEER** shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
- 4. CLIENT shall timely provide to ENGINEER all criteria and full information as to CLIENT'S requirements for the Project; designate a person to act with authority on CLIENT'S behalf in respect of all aspects of the Project; examine and respond promptly to ENGINEER'S submissions; and give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any defect in the service. The ENGINEER and its employees, agents, and consultants have the right to rely on the accuracy of CLIENT-furnished information.

#### 5. CLIENT shall, at its cost:

- Procure such legal, accounting, and other counseling services as may be required for successful completion of the Project.
- 2) Furnish approvals and permits from all governmental authorities having jurisdiction over the Project, except to the extent that obtaining such approvals and permits has been specifically assigned to ENGINEER pursuant to the paragraph entitled "Scope of Service(s)."
- Pay all review and filing fees required by governmental agencies.
- Pay all costs incidental to obtaining bids or proposals from contractor(s).
- Guarantee full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER's services under this Agreement.
- 6. This Agreement may be terminated:
  - 1) By mutual written consent of both parties;
  - 2) By either party upon seven days written notice in the event of a material breach by the other party in performing its obligations under this Agreement, and upon the failure of the breaching party to cure within the seven-day notice period its material breach.

In the event of any termination, CLIENT shall pay ENGINEER for all

- services rendered and all reimbursable expenses incurred to the date of termination
- 7. Neither party may assign this Agreement without the written consent of the other party, which shall not unreasonably be withheld. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- 8. This Agreement is binding upon **CLIENT** and **ENGINEER** and each of their successors, assigns, and legal representatives. The Authorized Representative assumes personal responsibility along with the CLIENT for performance under the terms of this contract. The undersigned agrees to be personally responsible for the total balance due.
- 9. Ownership of Documents: All reports, calculations, figures, data and other documents prepared by the ENGINEER as part of these services shall remain the property of the ENGINEER. The CLIENT is entitled to copies of all documents prepared by the ENGINEER upon payment in full, and reasonable usage of those documents for this project only. The documents are not intended for reuse on other projects; any reuse by the CLIENT or others for purposes other than those identified in or directly associated with "Exhibit A Scope of Services", or without ENGINEER'S consent will be at the CLIENT'S sole risk; the CLIENT will defend, indemnify, and hold ENGINEER harmless from any claims brought against ENGINEER arising out of reuse; and ENGINEER may retain one record copy of all information.
- 10. Montana law governs this Agreement. CLIENT and ENGINEER agree to negotiate in good faith for a period of 15 days from the date of receipt of written notice of all disputes between them. If such negotiations fail, CLIENT and ENGINEER shall select a mutually agreeable mediator and shall conduct a mediation within an additional 30 days. If mediation fails to resolve the dispute, either party may pursue any legal or equitable remedies in a court of competent jurisdiction located in Cascade County, Montana. In the event of litigation, the parties shall bear their own costs and attorney fees.
- 11. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **CLIENT** and **ENGINEER**.
- 12. This Agreement represents the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by each of the parties.
- 13. ENGINEER shall be responsible only for those Construction Phase services expressly required of ENGINEER in Exhibit A "Scope of Service(s)." With the exception of such expressly required services, ENGINEER shall have no design, construction document, or other obligations during or following construction, and CLIENT assumes all responsibility for the application and interpretation of the contract documents, review and response to contractor requests for clarifications and substitutions, claim submittals, equipment and material product data and all associated technical and contractual interpretations, contract administration, processing change orders, revisions to the contract documents during construction, construction surety bonding and insurance requirements, construction observation

and review, review of payment applications, and all other necessary construction phase engineering and professional services. **CLIENT** waives all claims against the **ENGINEER** that may be connected in any way to construction phase engineering or professional services except for those services that are expressly required of **ENGINEER** in Exhibit A - "Scope of Service(s)".

#### 14. OMITTED.

- 15. Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the CLIENT or ENGINEER. ENGINEER'S services hereunder are being performed solely for the benefit of the CLIENT, and no other entity shall have any claim against ENGINEER because of this Agreement or ENGINEER'S performance of services hereunder.
- 16. Risk Allocation: The CLIENT agrees that, to the fullest extent permitted by law, the ENGINEER'S total liability to the CLIENT for any and all injuries, claims, losses, expenses, or damages of any kind, arising out of this Agreement or relating to the ENGINEER'S services, which are specifically subject to any claim (not the aggregated value of all services) including but not limited to claims of ENGINEER negligence, errors, omissions, liability, breach of contract, or any other cause(s), shall not exceed the total fee paid to Engineer, or \$50,000, whichever is greater.
- 17. Limitation of Liability: Notwithstanding anything contrary in this Agreement, CLIENT agrees that no employee, principal, officer, or representative of ENGINEER will have any personal liability under this agreement. The Engineer is responsible for performing his/her work to the normal standard of care for the place and location for which the services are provided.
- 18. CLIENT Negligence/Liability: Subject to the limitations of MCA § 2-9-108, for claims, damages, losses, orexpenses caused in whole or in part by the negligent act or omission and/or strict liability of the CLIENT or employees of the CLIENT, including other design professionals or subcontractors, the CLIENT shall indemnify and hold harmless ENGINEER and all of its personnel (Including reasonable attorneys' fees) arising fromclaims by third parties to the extend caused by the negligence or willful misconduct of CLIENT, its employees or anyone for whom CLIENT may be legally responsible. For purposes of the foregoing indemnification provision only, CLIENT waives any immunity it may have under any applicable worker's compensation laws.

For claims, damages, losses, or exenses caused in whole or in part by the negligentact or omission and/or strict liability of the ENGINEER or employees of the ENGINEER, including other design professionals or subcontractors, the ENGINEER shall indemnify and hold harmless CLIENT and all of its officials and personnel (including reasonable attorney's fees) arising from claims by third parties to the extend caused by the negligence or willful misconduct of ENGINEER, its employees or anyone for whom ENGINEER may be legally responsible. For the purposes of the foregoing indemnification provision only, ENGINEER waives any immunity it may have under any applicable worker's compensation laws.

- 19. Time to bar legal action: The CLIENT and ENGINEER agree that claims from either party for breach of this agreement or for failure to perform in accordance with the Standard of Care shall not be initiated more than three (3) years from the date on which ENGINEER completes its services on the project.
- 20. Standard of Care: The standard of care for all professional services performed or furnished by ENGINEER under this agreement will be the skill and care used by members of ENGINEER'S profession practicing under similar circumstances at the same time and in the same locality
- 21. Delay: ENGINEER shall not be liable for any costs or delays resulting in whole or in part from causes beyond the control and without fault or negligence of ENGINEER or it's subconsultants, including, without limitation, stoppages and strikes, acts of God and natural disaster, failure of a public agency to act in a timely manner, and/or acts of CLIENT and its consultants, contractors and agents, including, without limitation, their failure to furnish information in a timely fashion and/or their faulty or untimely performance.
- 22. Corporate Responsibility: ENGINEER'S Services shall not be subject to individual employees, officers or directors, including any ENGINEER who affixed his or her seal to the drawings, specifications or other documents prepared by or under the supervision of licensee for the Project, to any personal legal exposure for the risks associated with this Project. CLIENT agrees that as CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Thomas, Dean & Hoskins, Inc. dba: TD&H Engineering, a Montana state corporation, and not against any of Thomas, Dean & Hoskins, Inc. dba: TD&H Engineering's individual employees, officers or directors.

The parties' consent to the foregoing terms, including any attachments.

CLIENT:	Cascade County Public Works Department
BY:	
(signature)	
TITLE:	
DATE:	
ENGINEER:	TD&H ENGINEERING
ENGINEER: BY:	TD&H ENGINEERING
BY:	TD&H ENGINEERING
	TD&H ENGINEERING
BY: (signature)	TOP KRO
BY:	TD&H ENGINEERING  Rodney Blake, P.E
BY: (signature)	TOP KRO

#### Exhibit A Scope of Services

TD&H will provide design, bidding and construction administration services for the reroof of the Montana Expopark Pacific Steel and Recycling Arena, Exhibition Hall and adjacent buildings in Great Falls, Montana. Based on our recent discussion, additional research on our own and information provided to us, there are 8 different building roofs as part of this project with varying elevations. The total surface area for the reroofs is approximately 96,000 square feet and most contain single-ply membranes with two of the smaller roofs containing ballasted EPDM surfaces. The following is our proposed scope of services:

#### 1. Provide Bid Document Design Services:

- a. Provide site visits to observe the roof conditions, identify flashing conditions, and assess other potential concerns on the roof besides the roofing, including sub-layer concerns, moisture damage and vent damage.
- b. Provide a roof survey if/as required to layout on the plans the locations of all equipment.
- c. Core each of the 8 roofs and have tested to fully understand the types and thicknesses of the materials used and whether there are asbestos containing materials
- d. Be involved with the County at a design charrette meeting with the members of the staff as required to make sure the reroof will not adversely impact the various agencies during and after construction.
- e. TD&H will use the EJCDC contract when setting up the contractor bid document. This contract will be between the construction contractor and the County with TD&H performing quality assurance during construction. The construction contractor will be responsible for proper completion of work and TD&H will observe and report to the County items visually detectable during our site visit.
- f. TD&H will provide wind load calculations to make sure each of the new roofs will be able to withstand these loads on the roof recovery board, membrane and flashing elements.
- g. Provide a general structural review of the existing building roof elements to determine if there are concerns that might be present during the reroof process. We will not be checking the capacity of each roof member, but up to 5 roof members to verify if there are concerns.
- h. Provide plans and specifications. Based on our discussions with a previous contractor doing past repairs on this roof, the hope is that the existing insulation can be used as part of the reroof. The new roof system will likely consist of a new ½" HD board and a fully adhered 60 mil gray Hypalon membrane. In our opinion, the Hypalon membrane with its lighter color will be advantageous over the black EPDM membrane by reducing the need for air conditioning in the summer months. Additionally, we recommend extra battens and tie down features to be included around the perimeter to address the wind uplift concerns.
- i. TD&H will work closely with a manufacturer to make sure we address all roofing detailing required to achieve a 20 or 25-year roof warranty (the warranty length will depend on what the County desires to pay for).

March 15, 2022 PAGE NO. 3

j. An internal quality assurance check will be performed to assure that the plans are ready for bidding.

- k. Provide as-built plans after construction is complete.
- If any of the following design assumptions are not correct, or you would like these services to be required for this project, please let us know so we can adjust our scope and fee:
  - i. No mechanical and electrical engineers nor architects will be required for this reroof design. We will make sure that the contractor knows they are responsible to place in their bids any costs related to electrical and the movement or replacement of mechanical equipment.
  - ii. Only the roof membrane replacement (including flashing, recovery board and attachment of the membrane to walls) will be addressed in the bid documents (including addressing wind uplift attachment requirements). No other items outside of this scope will be part of this contract. We also assume that no structural repairs on the existing roof system will be required. If during our analysis we find structural concerns with the roof, we will need to adjust our scope of services and fees
  - iii. Our assumption is that the roof design that will be bid will not require "value engineering" to reduce costs should the County not have the funds to pay for the project as it is bid.
  - iv. No design report will be required.
  - v. We have not included time to compare material and method construction alternatives if proposed by the contractor.

#### 2. Provide Contractor Bidding Services:

- a. Attendance at the pre-bid meeting with the contractors to go over the plans and show them the project parameters.
- b. Answer bidding RFIs that come from contractors.
- c. Addenda preparation that may be required to address questions from contractors.
- d. Attendance at the bid opening. We can be as involved as you like on running the bid opening.
- e. Provide a letter of recommendation to the County after review of the construction bids.
- f. If any of the following bidding services assumptions are not correct, or you would like these services to be required for this project, please let us know so we can adjust our scope and fee:
  - i. Only one bid time period and bid opening for this project will be required.
  - ii. Building permit fees and bidding advertisement fees shall be paid directly for by the County and not by TD&H as part of this contract.

#### 3. Construction Administration Services:

- a. Attendance at a pre-construction meeting with the contractor that receives the award.
- b. There will be weekly meetings with Cascade County Public Works department (per your request). We will assume these can be performed on



- site (perhaps in a meeting room in the building). We assume the project will take 150 calendar days to complete and may have a shut down period so completion can be accomplished in the Spring of 2023. This will be a maximum of 23 weekly meetings during this time period.
- c. There will be additional site inspection visits during the project based on addressing contractor concerns and to verify progress of construction. We will assume an additional 20 inspections beyond the ones done at the weekly meetings. A short inspection report will be provided for each inspection.
- d. Answer contractor RFIs that come up during construction.
- e. Perform shop drawing review of the roofing materials and other items that are to be used for construction.
- f. Perform a final walk through with the contractor and create a final punch list for them to complete.
- g. Review contractor pay requests.
- h. Process and review contractor change order requests (if/as required).
- i. Perform an additional walk through to verify final punch list requirements are met.
- j. If any of the following bidding and construction services assumptions are not correct, or you would like these services to be required for this project, please let us know so we can adjust our scope and fee:
  - i. We will not allow nor allot time towards the review of contractor material or methods substitution requests.
  - ii. We will not be involved with full time oversight of construction. Keep in mind that without full time oversight, we will not be able to observe and report on work that occurs when we are not present.

#### 4. Schedule

TD&H is ready to work on this project right away to get the plans out for bid for late summer or early fall construction. The following is our anticipated design and construction schedule:

Design Services Contract signed (assumed):

April 1

Bid Document Preparation:

April 1 to May 27

County Review:

May 27 to June 10

Bidding:

June 13 to June 30

Construction Begins (assume 150 days):

Aug 1 to \*Jan 1, 2023

Note that if you see concerns with this schedule (including County review length of time), let us know and we can do what we can to adjust the schedule accordingly. \*Based on conversations with a local contractor, it's probable that this roof will need to be started in the fall and then finished in the spring of 2023, which will push the end date back and require a winter shut down period.

# February 24, 2022 - 2:00 p.m.

# Cascade County Public Works 279 Vaughn S Frontage Rd. Great Falls Mt. 59404

## ExpoPark Roofing Project

These minutes are paraphrased and reflect the proceedings of the Board of Commissioners. MCA 7-4-2611 (2) (b).

Staff Present: Les Payne, Jennifer Snell

Public Present: None

At 2:00 pm., Les Payne-Public Works Director, began the bid opening. He stated that this was the public meeting for the solicitation for Statement of Qualifications (SOQ) for Architectural/Engineering services relating to the design and construction for the removal of the old roof and installation of approximately 100,000 sq.ft. of flat rubberized new roofing for the Pacific Steel & Recycling Arena and the Exhibition Hall Facilities located at the Montana ExpoPark; 400 3<sup>rd</sup> St. NW. Great Falls MT.

Advertisement for bids were published in the Great Falls Tribune on February 9<sup>th</sup>, 13<sup>th</sup>, and 20<sup>th</sup> 2022 was also made available on the Cascade County Website. Hard copies were available at the Public Works Department *(Exhibit A)*. Sealed bids were due by 2:00pm on February 24<sup>th</sup>, 2022.

Les Payne announced that Cascade County received two (2) SEALED bids.

Bids were provided by Nelson Architects of Great Falls Montana and TD&H of Great Falls Montana.

# Bid Packet from Nelson Architects 621 2nd Ave. N. Great Falls, MT. 59401

Packet received at the Cascade County Public Works Building 2/24/2022 at 1:41pm.

5 packets received. All Complete (Exhibit B)

Principal in Charge

\$155.00per hour

**Project Architect** 

\$129.00per hour

**Production Drafting** 

\$85.00

Construction Admin

\$88.00per hour

Total Bid

\$166,250.00

## Bid Packet from 1800 River Dr. N. Great Falls, MT. 59401

Packet received at the Cascade County Public Works Building 2/24/2021 at 11:02am.

Completed Bid Form and a Bid bond. All Complete (Exhibit C)

Roof Survey

\$5,000.00

Roof Design

\$42,000.00

**Bidding Services** 

\$10,000.00

Construction Services

\$45,000.00

Total Bid

\$102,000.00

Les Payne stated that staff will take bids under advisement and make recommendations to Cascade County Commissioners. The Commissioners will review during a local work session. Meetings are located in the Cascade County Annex building at 325 2<sup>nd</sup> Ave N. Great Falls Mt. 59401 in room 111.

Meeting Adjourned February 24, 2022, at 2:07 p.m.

Minutes taken by: Jennifer Snell 2/24/2022 beginning 2:00pm



# Cascade County Public Works RFQ, For Multiple ExpoPark Reroof Project Bid Opening

February 24, 2022 @ 2:00 PM

Print Name	Signature	Organization	Phone Number	Email
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Order Confirmation for Ad #: 0005121044

Customer: CASCADE COUNTY PUBLIC WOR

Address: 279 VAUGHN SOUTH FRONTAGE

GREAT FALLS MT 59404 USA

Acct. #: FAL-0000000911

Phone: 4064546920

CASCADE COUNTY PUBLIC WOR

Ordered By: Leslie Payne

OrderStart Date: 02/09/2022

Order End Date: 02/20/2022

**Tear Sheets** 

**Affidavits** 

**Blind Box** 

Promo Type

Materials

Special Pricing

Size

1 X 0.00

**Net Amount** \$230.37

0

\$0.00

Tax Amount Total Amount Payment Method \$230.37

Invoice

Payment Amount \$0.00

**Amount Due** 

\$230.37

Ad Order Notes:

Sales Rep: gdechamps

Order Taker: gdechamps

Order Created

02/04/2022

Product	# Ins	Start Date	End Date	
FAL-gftribune.com	3	02/09/2022	02/20/2022	
9-22. 02-13-22. 02-20-22.				

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FAL-GreatFallsTribune

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02-09-22, 02-13-22, 02-20-22,

\* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION

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CASCADE COUNTY
MONTANA EXPOPARK
PACIFIC STEEL &
RECYCLING ARENA and
EXHIBITION HALL
ROOFING PROJECT
REQUEST FOR
QUALIFICATIONS

Cascade County (County) is currently requesting a Statement of Qualifications (SOQ) for architectural/engineering services relating to the design and construction for the removal of the old roof and installation of approximately 100,000 S.F. flat rubberized new roofing, to the existing Pacific Steel & Recycling Arena and Exhibition Hall facilities located within the Montana ExpoPark, at 400 3rd St NW, Great Falls, MT. The construction will take place while the buildings are occupied. Design documents will need to show the proposed phasing, sitework access, security measures and controls that the General Contractor will need to provide during construction. Service may include, but is not limited to preliminary design, community meetings, preparing bidding documents, construction administration, and any other services deemed necessary by the owner to complete the project, Questions regarding project specific items will be answered by:

Les Payne, Director Cascade County Public Works Department 279 Vaughn S. Frontage Rd. Great Falls, MT 59404 (406) 454-6920

Proposals must be received no later than 2:00 p.m. February 24, 2022, at Cascade County Public Works, located at 279 Vaughn S. Frontage Rd., Great Ralls, MT., where proposals will then be opened publicly. Once opened proposals will then be given to a three-person committee to evaluate. Recommendations will then be given to the commission in a public meeting of a later date. All proposals must be submitted in printed format. Proposals received after the aforementioned time and date will not be considered. Please provide five copies of all proposal documents. Responses may not exceed 4 one-sided pages, not including resumes of key personnel, and cover letter.

The IRIFQ's received (from qualified firms or individuals will be evaluated using the following criteria:

- 1. Qualifications of professional personnel to be assigned to project (10%).
- 2. Capability to meet itime and budget requirements for the project (10%).
- loads at the time of the proposed project ((10%).
- Related experience on similar projects (25%).
- 5. Recent and current work for County (25%).
- 6. Location of the firm (5%).
  7. Overall quality of proposal (10%)
- 8. Overdll cost of services (5%)

Those firms ranked highest by the selection committee may be

			*

selected based on the SOW sub-mitted or interviewed to deter-mine which firm will be award-ed the contract, should it be awarded.

The County reserves the right to reject any or all proposals received, to waive informalities to evaluate the proposals submitted, and to accept the proposal which best serves the interest of Cascade County, (5121044) 2/9, 2/13, 2/20/2022 MNAXLP

COMPANY	TD&H ENGINEERING	NELSON ARCHITECTS		
Qualifications of professional personnel assigned to project (10 pts)	28	27		
Capability to meet time and budget requirements for the project (10 pts)	28	24		
Present and projected workloads at the time of the proposed project (10 pts)	23	20		
Related experience on similar projects (25 pts)	64	63		
Recent & current work for county (25 pts)	65	63		
Location of the firm (5 pts)	15	15		
Overall quality of proposal (10 pts)	28	25		
Overall cost of service (5 pts)	15	11		
TOTAL	266	248		

# RFQ/ARCHITECTURAL/ENGINEERING SERVICES FOR EXPO ROOF REMOVAL & REPLACEMENT TOTAL SCORE SHEET

	SCORER: Jennifer Snell	SCORER: Gayle Fellows	SCORER: Joshua Blystone	TOTAL POINTS	COMMITTEE RANK
:M: TD&H Engineering	90	94	82	266	1
:M: Nelson Architects	89	86	73	248	2
NATURE OF COMMITTEE MEMBERS:					

# **Agenda Action Report**

# prepared for the

# **Cascade County Commission**

ITEM:

**MT Department of Commerce** 

Montana Coal Endowment Program (MCEP)

Contract #MT-MCEP-CG-23-248

(Armington Bridge Project)

**ACTION REQUESTED:** 

**Approval Contract #22-36** 

PRESENTED BY:

Les Payne, Public Works Director

#### SYNOPSIS:

Over the past several years, the Armington Bridge near Belt, Montana has been a source of significant flood damage and challenges to the residents of the area, Cascade County, and the motoring public. Cascade County hired Thomas Dean and Hoskins (TD&H) Engineering to conduct preliminary engineering and make recommendations on remediation for this issue. After a series of public input meetings, TD&H and the County pursued funding sources for the chosen option, which is a \$2,013,088 construction project to replace Armington Bridge with a design that will allow proper stream flow during highwater events and mitigate the flood damage to the surrounding property and traffic disruption.

The 67<sup>th</sup> Session of the Montana Legislature passed House Bill 11 which authorized the Montana Coal Endowment Program (MCEP). Cascade County was awarded \$750,000 in MCEP Program funds on May 18, 2021 for the construction activities associated with the Armington Bridge Replacement Project. The remainder of the costs \$1,263,088 will be the responsibility of Cascade County.

Contract MT-MCEP-CG-23-248 secures the funding for this project and is for a time period beginning at signing and through December 31, 2025. The Contract and construction activities will be managed by TD&H under existing Contract 22-16, R0426317.

#### RECOMMENDATION:

Approval of Contract #22-36.

#### TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Mr. Chair, I move that the Commissioners APPROVE Contract #22-36 MT Department of Commerce MCEP Program Contract #MT-MCEPCG-23-248 in the amount of \$750,000.

MOTION TO DISAPPROVE: Mr. Chair, I move that the Commissioners DISAPPROVE Contract #22-36 MT Department of Commerce MCEP Program Contract #MT-MCEPCG-23-248 in the amount of \$750,000.

# MONTANA DEPARTMENT OF COMMERCE MONTANA COAL ENDOWMENT PROGRAM CONTRACT #MT-MCEP-CG-23-248

This agreement ("Contract") is entered into by Cascade County, Montana ("Grantee") and the Montana Department of Commerce ("Department").

The Grantee and the Department hereby agree to the following terms:

### Section 1. PURPOSE

The purpose of this Contract is to provide funding to the Grantee for infrastructure project activities approved by the Department under the Montana Coal Endowment Program ("MCEP" or "Program") as authorized by House Bill 11, passed by the 67th Legislature and as signed into law by Governor Gianforte on May 12, 2021 (Chapter 466, Laws 2021). The Montana Coal Endowment Program was formally known as the Treasure State Endowment Program. Any references to the Treasure State Endowment Program or "TSEP" now refer to the Montana Coal Endowment Program as authorized by the 67th Legislature in Senate Bill 258 (Chapter 330, Laws 2021).

#### Section 2. AUTHORITY

This Contract is issued under authority of Title 90, Chapter 6, Part 7 of the Montana Code Annotated ("MCA"), Title 8, Chapter 94, Subchapter 38 of the Administrative Rules of Montana ("ARM"), and the terms of Chapter 466, Laws 2021.

#### Section 3. APPLICATION INCORPORATED BY REFERENCE

The Grantee's application for Program assistance, including any written modifications or reports resulting from the review of the application by the Department (collectively "Project"), is specifically incorporated into this Contract by this reference and the representations made therein are binding upon the Grantee.

# Section 4. ACCEPTANCE OF PROGRAM REQUIREMENTS

- (a) The Grantee will comply with all applicable local, state, and federal laws as well as all applicable regulations, ordinances, and resolutions now in effect or as may be amended during the term of this Contract. Grantee will comply with all administrative directives and procedures that may be established or amended by the Department for the Program, including the most current version of the MCEP Project Administration Manual.
- (b) The Grantee agrees that all contracts and subcontracts entered into for the completion of the activities described in Section 6 will require such contractors,

- subcontractors, and subrecipient entities to also comply with all requirements placed on the Grantee in paragraph (a) of this Section.
- (c) The Grantee agrees that the Project will adhere to all applicable design standards required by the Department of Environmental Quality ("DEQ"), and Grantee shall obtain all applicable federal, state, and local permits required for the Project. If no DEQ standards are applicable to the Project, the Grantee agrees that the Project will adhere to generally accepted industry standards, such as Recommended Standards for Wastewater Facilities or Recommended Standards for Water Works, published by the Great Lakes-Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers, latest edition.
- (d) The Grantee agrees to repay to the Department any funds advanced under this Contract that the Grantee, its contractors, subcontractors, or subrecipient entities, or any public or private agent or agency to which it delegates authority to carry out portions of this Contract, expends in violation of the terms of this Contract, the statutes, and regulations governing the Program or any applicable local, state, or federal requirements.

# Section 5. EFFECTIVE DATE AND TIME OF PERFORMANCE

- (a) This Contract shall take effect upon execution by the parties and will terminate on December 31, 2025 or upon approval of Grantee's Project completion report by the Department, whichever is later, unless otherwise terminated in accordance with this Contract.
- (b) All authorized expenses to be reimbursed must be incurred by the Grantee between May 18, 2021 and September 30, 2025. All requests for reimbursement must be submitted to the Department within ninety (90) days after September 30, 2025.
- (c) The activities to be performed by the Grantee will be completed according to the implementation schedule set forth in Exhibit A. The Grantee may modify the implementation schedule set forth in Exhibit A only with prior written approval of the Department.
- (d) The Department may grant an extension to this Contract upon request by the Grantee if the Department determines, in its sole discretion, that the Grantee has demonstrated progress toward completion of the Project, has engaged in a good faith effort to comply with the duties, terms, and conditions of this Contract, and that the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control. A written request for an extension must be submitted at least sixty (60) days prior to December 31, 2025.

#### Section 6. SCOPE OF WORK

The Grantee will complete the Project and administer this Contract in compliance with the Project management plan, including any amendments, approved by the Department. The Grantee will use Program funds for the following major components of the Project:

Replacement of the Armington Bridge

#### Section 7. BUDGET

- (a) The total amount to be awarded to the Grantee under this Contract shall not exceed \$750,000.
- (b) A copy of the preliminary Project budget is attached as Exhibit B and specifically incorporated herein by this reference. After construction bids are awarded or other major Project activity cost elements are determined, the Grantee shall provide the Department with a final Project budget that will, upon receipt and approval by the Department, supersede the preliminary budget in Exhibit B and thereby be incorporated as part of this Contract, binding upon the Grantee.
- (c) For cumulative budget adjustments of \$5,000 or less between line items of the Program portion of Exhibit B, Department approval of the request for reimbursement form shall constitute approval of the budget adjustment. Grantee shall describe the rationale for any budget adjustment and note the adjustment(s) in the request for reimbursement submitted to the Department. Budget adjustments in excess of \$5,000 between any line item of Exhibit B must be approved in advance by the Department.
- (d) Any authorized funds not expended under this grant by the later date referenced in Section 5(b) or otherwise accounted for in accordance with the provisions of this Section will revert to the Department and will be used to finance other Program projects.

#### Section 8. ACCESS TO AND RETENTION OF RECORDS

- (a) The Grantee agrees to create and maintain records supporting the services covered by this Contract, including but not limited to, financial records, supporting documents, and such other records as are required by law or other authority, for a period of five (5) years after either the termination date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State of Montana or third party, whichever is later. These records will be kept in the Grantee's offices in Great Falls, Montana.
- (b) The Grantee shall provide the Department, Montana Legislative Auditor, or their authorized agents access to any records necessary to determine contract

compliance.

#### Section 9. LIAISONS

All project management and coordination on behalf of the Department shall be through a single point of contact designated as the Department's liaison. Grantee shall designate a liaison that will provide the single point of contact for management and coordination of Grantee's work. All work performed pursuant to this Contract shall be coordinated between the Department's liaison and the Grantee's liaison. The liaisons for this Contract are:

For the Department:
Jeanette Blize (or successor)
Program Specialist, MDOC
301 S. Park Ave.
P.O. Box 200523
Helena, MT 59620-0523
406-841-2782
jblize@mt.gov

For the Grantee:
Laura Hart (or successor)
TD&H Engineering
1800 River Drive N
Great Falls, MT 59401
406-454-6731
laura.hart@tdhengineering.com

# Section 10. METHOD OF REIMBURSEMENT

- (a) The Department will use the funds appropriated in HB 11 to fund infrastructure project awards to Grantees that have received a notice of award letter from the Department. Grantee acknowledges that its access to Program funds is subject to their availability.
- (b) The Department agrees that, if and when the funds described in paragraph (a) of this Section are available, the Department will authorize the Grantee to request reimbursement from funding awarded for the Project.
- (c) The Department agrees to reimburse the Grantee for eligible Project costs incurred on or after the date identified in Section 5(b) upon the successful completion of activities set forth in Section 6. All reimbursements must be supported by adequate documentation provided by the Grantee, and require Department approval of the Grantee's request for reimbursement. Unless previously agreed to in writing by the Department, the Department will not reimburse Grantee for any costs related to the land acquisition, construction, construction inspection, or contingency line items in Exhibit B until Grantee demonstrates all applicable permits for the project have been obtained as required in Section 4(c). In requesting reimbursement, the Grantee will follow the instructions supplied by the Department.
- (d) The Department will not reimburse the Grantee for any costs incurred prior to the date identified in Section 5(b), any expenses not included in Exhibit B or an approved adjustment thereto, any ineligible expenses as set forth in the most

- current version of the *MCEP Project Administration Manual*, or any expenses not adequately supported by the Grantee's records.
- (e) As set forth in Section 17, if the Grantee fails to or is unable to comply with any of the terms and conditions of this Contract any costs incurred will be the Grantee's sole responsibility.
- (f) The Grantee understands and acknowledges that the Department will report to the Legislature and Legislative Interim Committees on the status of all Program projects in accordance with HB 11. If the Department determines that the Grantee has failed to commence its project in a timely manner or complete its Project by the date prescribed in this Contract, the Department may recommend to the Legislature that the Contract be terminated and any remaining Project funds will revert to the Department and may be used, at the Department's discretion, to fund other Program grants.
- (g) The Department is allowed fifteen (15) working days to process a request for reimbursement once adequate supporting documentation has been received by the Department. The Grantee shall provide banking information before or at the time of Contract execution in order to facilitate electronic funds transfer payments.
- (h) If the Grantee changes one of its sources of funding or the cost of the Project increases after the Grantee has obtained the firm commitment of non-Program funds, the Department may, at its discretion, suspend the distribution of Program funds until the Grantee obtains a firm commitment of funds for the full Project budget.
- (i) The Department may reduce the Grantee's amount of Program funds provided by this Contract if one or both of the following occur: (1) if actual Project expenses are lower than projected by the Grantee in Exhibit B or the Grantee obtains a greater amount of grant funds from other sources than as presented in the Project application; or (2) if the Grantee's projected average residential user rates fall below the target rate for the amount awarded, as determined by the Department.
- (j) If the Department determines that the Grantee has failed to satisfactorily carry out its responsibilities under this Contract or has breached the terms of this Contract, the Department may withhold reimbursement to the Grantee until such time as the Department and the Grantee agree on a plan to remedy the deficiency.
- (k) Requests for reimbursement for contracted or subcontracted services must include appropriate documentation demonstrating compliance with contract requirements.

(l) The Grantee may not use monies provided through this Contract as payment for Project costs that are reimbursed from other sources.

# Section 11. REPORTING REQUIREMENTS

- (a) <u>Project Progress Reports:</u> During the term of this Contract the Grantee will submit Project progress reports as described in the *MCEP Project Administration Manual* to the Department in conjunction with each request for reimbursement. The Department, at its sole discretion, may decline to honor any request for reimbursement if the required project progress report has not been submitted to or approved by the Department.
- (b) <u>Project Completion Report:</u> Upon completion of the Project the Grantee will submit a final Project completion report as described in the *MCEP Project Administration Manual* for Department approval. Upon approval of the Project completion report the Department will issue a notice of Project close-out.

# Section 12. PROJECT MONITORING

The Department or any of its authorized agents may monitor and inspect all phases and aspects of the Grantee's performance to determine compliance with Section 6 of this Contract, the proper use of funds, and other technical and administrative requirements of this Contract, including the adequacy of the Grantee's records and accounts. The Department may advise the Grantee of any specific areas of concern and provide the Grantee opportunity to propose corrective actions acceptable to the Department.

#### Section 13. NOTICE

All notices required under the provisions of this Contract must be in writing and delivered to the parties' liaisons identified herein either by first class mail or personal service.

# Section 14. REFERENCE TO CONTRACT

The Contract number must appear on all invoices, reports, and correspondence pertaining to the Contract.

## Section 15. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

Grantee may not assign, transfer, or subcontract any portion of this Contract without State's prior written consent. (18-4-141, MCA) Grantee is responsible to State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and State under this Contract.

# Section 16. CONTRACT AMENDMENT

This Contract may not be enlarged, modified, or altered without a written agreement signed by all parties to the Contract.

#### Section 17. TERMINATION OF CONTRACT

This Contract may only be terminated in whole or in part as follows:

- (a) Termination Due to Loss or Reduction of Funding: The Department, at its sole discretion, may terminate or reduce the scope of this Contract if any funding sources are eliminated or reduced for any reason. If a termination or modification is required, the Department may, if sufficient Program funds are available, compensate the Grantee for eligible services rendered and actual, necessary, and eligible expenses incurred as of the revised termination date. The Department will notify the Grantee of the effective date of the termination or modification of this Contract and, if a reduction in funding is required, provide the Grantee with a modified Project budget.
- (b) Termination for Cause with Notice to Cure Requirement: The Department may terminate this Contract for failure of the Grantee, its contractors, subcontractors, or subrecipient entities to perform or comply with any of the services, duties, terms, or conditions contained in this Contract after giving the Grantee written notice of the stated failure. The written notice will demand performance of the stated failure within a specified period of time not less than thirty (30) days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.
- (c) Effect of Termination: In the event of termination due to the Grantee's, its contractors', subcontractors', or subrecipient entities' failure to perform or comply with any of the services, duties, terms, or conditions of this Contract, any costs incurred will be the responsibility of the Grantee. However, at its sole discretion, the Department may approve requests by the Grantee for reimbursement of eligible expenses incurred. The Department's decision to authorize payment of any costs incurred or to recover expended Program funds will be based on a consideration of the extent to which the expenditure of those funds represented a good faith effort of the Grantee to comply with any of those services, duties, terms, or conditions of this Contract, and on whether the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control.

#### Section 18. COMPLIANCE WITH APPLICABLE LAWS

Grantee shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not

limited to, 2 CFR Part 200, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Grantee is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Grantee subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, Grantee agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

# Section 19. ACCOUNTING, COST PRINCIPLES, AND AUDITING

- (a) The Grantee, in accordance with Sections 2-7-503, MCA and other authorities, must maintain for the purposes of this Contract an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP").
- (b) The Department, any other legally authorized governmental entity, or their authorized agents may, at any time during or after the term of this Contract, conduct in accordance with Sections 2-7-503, 5-13-304, and 18-1-118, MCA and other authorities, audits for the purposes of ensuring the appropriate administration, expenditure of monies, and delivery of services provided through this Contract.

#### Section 20. AVOIDANCE OF CONFLICT OF INTEREST

- (a) The Grantee will comply with Sections 2-2-121, 2-2-201, 7-3-4256, 7-3-4367, 7-5-2106, and 7-5-4109, MCA, as applicable, and any other applicable local, state, or federal law regarding the avoidance of conflict of interest.
- (b) The Grantee agrees that none of its officers, employees, or agents will solicit or accept gratuities, favors, or anything of monetary value from contractors, subcontractors, or potential contractors and subcontractors, who provide or propose to provide services relating to the project funded under this Contract.
- (c) The Grantee shall promptly refer to the Department any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted any false claim or has committed any criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Contract.

#### Section 21. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Grantees are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with Sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the Grantee nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the Contract. Proof of compliance and renewal documents must be sent to the Department within thirty (30) days of Contract execution.

#### Section 22. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by the Grantee or any of its contractors or subcontractors in furtherance of this Contract are the property of the Grantee and the Department. Both Grantee and the Department have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish, authorize others to use, and to otherwise use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of both the Department and the Grantee.

#### Section 23. INSURANCE

- (a) General Requirements: Grantee must maintain and assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, primary liability insurance against claims for injuries to persons or damages to property, including contractual liability, that may arise from or in connection with the performance of the duties and obligations in the Contract by Grantee, its agents, employees, representatives, assigns, or subcontractors. This insurance must cover such claims as may be caused by any negligent act or omission. The State, its officers, officials, employees, and volunteers must be covered as additional insureds for all claims arising out of the use of grant proceeds provided by the State of Montana.
- (b) <u>Primary Insurance:</u> Grantee's insurance coverage must be primary insurance with respect to the State of Montana, its elected or appointed officials, employees, or volunteers and the State's insurance will not contribute with it.
- (c) <u>General Liability Insurance:</u> At its sole cost and expense, Grantee must purchase occurrence coverage with minimum combined single limits of \$1 million per occurrence and \$2 million aggregate per year, or as established by statutory tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under Section 2-9-211, MCA.

- (d) <u>Professional Liability Insurance:</u> Grantee shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. *Note: if "occurrence" coverage is unavailable or cost prohibitive, the contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are filed after the cancellation or expiration date of the policy.*
- (e) <u>Property Insurance:</u> At its sole cost and expense, Grantee must maintain property and hazard insurance, including course of construction coverage and earthquake insurance, for loss or damage to any building and related improvements and contents therein on a replacement cost basis throughout the term of the Contract. *Note: earthquake insurance is required when working in areas where the shaking level is above 10g.*(Ref: http://rmtd.mt.gov/Portals/62/aboutus/publications/files/NEHRP.pdf).
- (f) <u>General Provisions:</u> All insurance coverage must be with a carrier licensed to do business in the State of Montana and with a Best's rating of at least A-, or by a public entity self-insured program either individually or on a pool basis as provided by Title 2, MCA. All certificates and endorsements must be received by the Department prior to beginning any activity provided for under the Contract. Grantee must notify the Department immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The Department reserves the right to request complete copies of Grantee's insurance policy, including endorsements, at any time.

#### Section 24. HOLD HARMLESS AND INDEMNIFICATION

The Grantee agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Grantee's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, omissions of services, or in any way resulting from the acts or omissions of the Grantee and/or its agents, employees, representatives, assigns, or subcontractors under this Contract.

#### Section 25. DEFAULT

Failure on the part of either party to perform the provisions of the Contract constitutes default. Default may result in the pursuit of remedies for breach of contract as set forth

herein or as otherwise legally available, including but not limited to damages and specific performance.

#### Section 26. DEBARMENT

The Grantee certifies and agrees to ensure during the term of this Contract that neither it nor its principals, contractors, subcontractors, or subrecipient entities are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any governmental department or agency.

#### Section 27. FORCE MAJEURE

Neither party will be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, bombs, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

#### Section 28. SEPARABILITY

A declaration by any court, or any other binding legal forum, that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually dependent.

# Section 29. ARBITRATION

Unless otherwise agreed to in writing or provided for by law, arbitration is not available to the parties as a method of resolving disputes that would arise under the Contract.

#### Section 30. NO WAIVER OF BREACH

No failure by the Department to enforce any provisions hereof after any event of breach will be deemed a waiver of its rights regarding that event, or any subsequent event. No express failure of any event of breach will be deemed a waiver of any provision hereof. No such failure or waiver will be deemed a waiver of the right of the Department to enforce each and all the provisions hereof upon any further or other breach on the part of the Grantee.

#### Section 31. JURISDICTION AND VENUE

This Contract is governed by the laws of Montana. The parties agree that any litigation concerning this Contract must be brought in the First Judicial District in Lewis and Clark County, State of Montana and each party must pay its own costs and attorney fees.

#### Section 32. INTEGRATION

CASCADE COLINITY.

The Contract contains the entire agreement between the parties. No statements, promises, or inducements of any kind made by either party or the agents of either party, not contained herein or in a properly executed amendment hereto are valid or binding.

IN WITNESS OF THE TERMS SET OUT ABOVE, the parties hereto have caused this Contract to be executed.

CASCASE COOKIT.		
Joe Briggs, Chair, Board of County Commissioners	Date	W
ATTEST:		
Rina Fontana Moore, Clerk & Recorder		
APPROVED AS TO FORM:		
Carey Ann Haight, Chief Civil Deputy		
MONTANA DEPARTMENT OF COMMERCE:		
Adam Schafer, Deputy Director	Date	

# EXHIBIT A Implementation Schedule

	QUARTERS, 2023			QUARTERS, 2024				
TASK	1st J F M	2nd A M J	3rd J A S	4th O N D	1st J F M	2nd A M J	3rd J A S	4th O N D
PROJECT DESIGN		Photosial		CANDON GRAM				
Commence Final Design	2022							
Complete Project Design	x							
Submit Plans to DEQ	X							
Prepare Bid Documents	х							
BNSF C&M Agreement		X	X	x	x			
ADVERTISEMENT FOR CONST. BID								
Review Contract Requirements					X			
Public Bid Advertisement					X			
Open Bids & Examine Proposals					x			
Request Contr. Debarment Review					x			
Select Contractor & Award Bid						X		
Conduct Pre-Const. Conference						X		
Issue Notice to Proceed to Contractor						x		
PROJECT CONSTRUCTION								
Begin Construction						x	x	
Monitor Engineer & Contractor						X	X	
Conduct Labor Compliance Reviews						X	X	
Hold Const. Progress Meetings					-	×	x	
Final Inspection								X
PROJECT CLOSE OUT	Anna vierus		ing of the		2002-0155	TO SERVICE OF		Bib is a Public
Submit Final Drawdown								х
Project Completion Report/Final Certification								x
Contract End Date								2025
							AND DESCRIPTION	The second second

# EXHIBIT B Budget

ADMINISTRATION		TSEP	C	ASCADE CO	TOTAL
Personnel Cost				-	\$0
Office Cost					\$0
Grant Administration				\$69,500	\$69,500
Legal Costs					\$0
Audit Fees					\$0
Travel & Training					\$0
TOTAL ADMINISTRATION		\$0		\$69,500	\$69,500
CONSTRUCTION RELATED ACTIVITIES					
Preliminary Engineering Design					\$ -
Final Engineering Design			\$	254,900	\$ 254,900
Construction Inspection Eng.			\$	155,600	\$ 155,600
Construction	\$	750,000	\$	585,490	\$ 1,335,490
Contingency	-		\$	267,098	\$ 267,098
TOTAL ACTIVITY	\$	750,000	\$	1,263,088	\$ 2,013,088
TOTAL PROJECT BUDGET	\$750,000			\$1,332,588	 \$2,082,588

# **Contract Information Sheet**

Division staff are requir	red to complete the items in blue p	rint.	
Date of Gov. Award Letter	E/19/2021	Data Mat Start up	
Contract Number:	5/18/2021 MT-MCEP-CG-23-248	Date Met Start up: 3/4/202	12
Contractor's Name:	Cascade County	Division:	<u>. Z</u>
Contractor Liaision: Laura Hart		CDD	
Contractor's Liaison Email:	laura.hart@tdhengineering.com		
Contractor Liaision:	Mary Embleton		
Contractor's Liaison Email:	membleton@cascadecountymt.gov		
Approved to Form Name:	Carey Ann Haight		
Approved to Form Email:	chaight@cascadecountymt.gov		
Contractor (Signee) Name:	Joe Briggs		
Contractor's Email:	jbriggs@cascadecountymt.gov		
Contractor's Address:	325 2nd Avenue North	Vendor Number:	
Contractor's Address 2:	Great Falls, MT 59401	2352	23
Attest Name:	Rina Fontana Moore		
Attest Email:	rfmoore@cascadecountymt.gov	Begin Date:	
		Upon Execution	
		End Date:	_
(Federal Funds Required)		12/31/202	25
Current Term Amount:		Absolute End Date:	_
Total Contract Value:	\$750,000	5 1000000000000000000000000000000000000	
Organization Number: 608248		Original Contract FY:	
Number (if applicable):		202	22
gram Number:	608000	Funding Source:	
Contract Type:	Grant	State	_
(Standard, Sole Source, Exigency, 1	Ferm Contract, Lease, MOU, PO, Grant)	(State, Federal, Both, Other)	1
Contract Usage:			
(As Needed, Fixed, No Cost)			
Purpose of this contract:	Bric	Ige System Improvements	
0 1 1 1 1 1 1	Poplace t	he Armington Bridge, near Belt.	
Scope & duties of this contra	ct: Keplace t	rie Armington bridge, near beit.	
Liaison:	Jeanette Blize	Program Manager:	banseth@mt.gov
Liaison Email:	jblize@mt.gov	Operations Manager:	
Liaison Phone:	841-2782	Additional Email:	
Signatures:	DocuSigned by:	Carbon Copies:	
Division Adminstrator	Rence Lemon 3/25/2022	Liaison:	<b>2</b>
	5331/536/68349400	_	
Fiscal Review	Sarah Jordt 3/25/2022	Director (> \$200K):	
	BOSSISS GRANG 4F1		
Legal Counsel	Ty Jones 3/25/2022	Deputy Director (<\$25K):	
	── <b>568038</b> 998849443		
puty Director	3/25/2022	Perceptive:	<b>2</b>
	7888 \$12583 ky.42	_	
OBPP	Amy Sassamo 3/25/2022		
	69EF9753C19A4B3		

#### **Certificate Of Completion**

Envelope Id: 11A045A22CE641B786A6364D09B3986B

Subject: Montana Department of Commerce Contract #MT-MCEP-CG-23-248 for Signature

Source Envelope:

Document Pages: 15 Certificate Pages: 6

Signatures: 5 Initials: 0

AutoNav: Enabled

**Envelopeld Stamping: Enabled** 

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Sent

Envelope Originator:
Contracts Admin
PO Box 200501
301 S. Park Ave
Helena, MT 596200501
doccontracts@esign.mt.gov
IP Address: 161.7.39.7

Record Tracking

Status: Original

3/18/2022 12:01:32 PM

Holder: Contracts Admin

doccontracts@esign.mt.gov

Location: DocuSign

Signer Events

Renee Lemon

Renee.lemon@mt.gov

Security Level: Email, Account Authentication

(None)

Signature

—DocuSigned by:

Renee Lemon
—E33182A66949400...

E33162A00949400.

Signature Adoption: Pre-selected Style

Using IP Address: 161.7.39.7

**Timestamp** 

Sent: 3/18/2022 1:43:37 PM Viewed: 3/25/2022 8:30:48 AM Signed: 3/25/2022 8:36:54 AM

**Electronic Record and Signature Disclosure:** 

Accepted: 3/25/2022 8:30:48 AM

ID: 17e65e77-2a6e-4322-b8d5-a1e93c872c68

Sarah Jordt sjordt@mt.gov

Security Level: Email, Account Authentication

(None)

Docusigned by:

Saral Jordt

-002308CF0A644F1...

Signature Adoption: Pre-selected Style

Using IP Address: 161.7.39.7

Sent: 3/25/2022 8:36:56 AM Viewed: 3/25/2022 9:20:38 AM Signed: 3/25/2022 9:26:18 AM

**Electronic Record and Signature Disclosure:** 

Accepted: 10/19/2021 8:14:06 AM ID: 7c185e71-ef1a-4d88-90f6-0def635805c4

Ty Jones

ty.jones@mt.gov

Security Level: Email, Account Authentication

(None)

Ty Jones

Signature Adoption: Pre-selected Style

Using IP Address: 161.7.39.7

Sent: 3/25/2022 9:26:20 AM Viewed: 3/25/2022 9:26:59 AM Signed: 3/25/2022 9:27:27 AM

**Electronic Record and Signature Disclosure:** 

Accepted: 3/25/2022 9:26:59 AM

ID: 6c2840c3-4a1d-4e53-ad27-e67994d51c91

Adam Schafer

aschafer@mt.gov

Security Level: Email, Account Authentication

(None)

DocuSigned by:
78BB1F25B314442...

Signature Adoption: Pre-selected Style

Using IP Address: 161.7.39.7

Sent: 3/25/2022 9:27:29 AM Viewed: 3/25/2022 9:30:17 AM Signed: 3/25/2022 9:30:57 AM

Electronic Record and Signature Disclosure: Accepted: 3/25/2022 9:30:17 AM

ID: 3aefafb9-ff5a-4e12-b0a6-7263839b18bd

#### Signer Events

Amy Sassano sassano@mt.gov eputy Budget Director

Security Level: Email, Account Authentication

(None)

#### Signature

amy Sassano F9753C19A4B3.

Signature Adoption: Pre-selected Style

Using IP Address: 161.7.39.7

#### **Timestamp**

Sent: 3/25/2022 9:30:59 AM Viewed: 3/25/2022 11:06:10 AM Signed: 3/25/2022 11:06:41 AM

**Electronic Record and Signature Disclosure:** 

Accepted: 3/25/2022 11:06:10 AM

ID: 21ee60b9-d18f-4344-8bd6-d74b3596a24e

Carey Haight

chaight@cascadecountymt.gov

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 3/25/2022 4:04:02 PM

ID: de676320-7fe4-4e32-8bef-b2bf021b301a

Joe Briggs

jbriggs@cascadecountymt.gov

Security Level: Email, Account Authentication

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

Rina Fontana Moore

rfmoore@cascadecountymt.gov

Security Level: Email, Account Authentication (one)

ectronic Record and Signature Disclosure:

Not Offered via DocuSign

Adam Schafer

aschafer@mt.gov

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 3/25/2022 1:37:44 PM

ID: e64066d5-2d07-4295-a7c4-b9f1265e1a9a

Sent: 3/25/2022 11:06:43 AM Viewed: 3/25/2022 4:04:02 PM

In Person Signer Events

Signature

**Editor Delivery Events** 

Status

**Timestamp** 

**Agent Delivery Events** 

Status

**Intermediary Delivery Events** 

Status

**Certified Delivery Events** 

Status

**Status** 

COPIED

**Carbon Copy Events** 

Jeanette Blize

jblize@mt.gov Security Level: Email, Account Authentication

ne)

ctronic Record and Signature Disclosure:

Accepted: 3/14/2022 1:49:13 PM

ID: 6c691586-0370-48c6-ba62-f5b76e2c038c

**Timestamp** 

**Timestamp** 

**Timestamp** 

**Timestamp** 

**Timestamp** 

Sent: 3/18/2022 1:43:38 PM Viewed: 3/21/2022 10:35:48 AM

**Witness Events** 

Signature

**Timestamp** 

**Notary Events** 

Signature

Timestamp

**Envelope Summary Events** 

Status

Envelope Sent

**Payment Events** 

Hashed/Encrypted

Status

**Timestamps** 

3/18/2022 1:43:38 PM

**Timestamps** 

**Electronic Record and Signature Disclosure** 

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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows
	Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0
,	or above (Windows only); Mozilla Firefox 2.0
	or above (Windows and Mac); Safari <sup>™</sup> 3.0 or
	above (Mac only)
PDF Reader:	Acrobat® or similar software may be required
	to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

<sup>\*\*</sup> These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify MT Dept of Commerce as described above, I consent to receive
  from exclusively through electronic means all notices, disclosures, authorizations,
  acknowledgements, and other documents that are required to be provided or made
  available to me by MT Dept of Commerce during the course of my relationship with you.

### **Agenda Action Report**

### prepared for the

### **Cascade County Commission**

ITEM:

ExpoPark (Restroom/Shower Combo Trailer)

**INITIATED BY:** 

**Cascade County Public Works Department** 

**ACTION REQUESTED:** 

Approval of Contract #22-39

PRESENTED BY:

Les Payne, Public Works Director

### **BACKGROUND**:

The Cascade County Public Works Department went out for quotes, for the purchase of a bathroom/shower combo trailer, for the ExpoPark. Two quotes were received, one from Satellites Suites, of Minneapolis MN, for one 18' combo trailer, with a purchase price of \$61,418.00, and a second quote was received from Portable Restroom Trailers, LLC, of Lake Wylie, SC, for one 18" combo trailer, with a purchase price of \$63,760.00 plus freight. This trailer will be used at the MT ExpoPark, to help facilitate the needs for more restrooms and showers, for larger events.

#### **RECOMMENDATION:**

Cascade County Staff recommends the Commission approve Contract 22-39, for the purchase of one 18' Trailer, 3-Station Restroom/Shower Combo, from Satellite Suites, for a total cost to Cascade County of \$61,418.00"

### TWO MOTIONS PROVIDED FOR CONSIDERATION

### **MOTION TO APPROVE:**

"I move the Cascade County Commission **APPROVE** Contract 22-39, for the purchase of one 18' Trailer, 3-Station Restroom/Shower Combo, from Satellite Suites, for a total cost to Cascade County of \$61,418.00"

### **MOTION TO DISAPPROVE:**

"I move the Cascade County Commission DISAPPROVE Contract 22-39."





CONTRACT 22-39

QUOTATION

Satellite Industries Inc

2530 Xenium Ln N Minneapolis MN 554413627

USA

Phone: 763-553-1900 Fax: 800-328-3334 Federal ID No. : 41-0854413 Quote number Quote date Validity date

QTE016983 02/27/2022 03/14/2022

	Customer	SII203178			Customer	SII203178	
Sold to Cascade County F 279 Vaughn South Great Falls, MT, 5 USA	r Frontage Rd		21 G U	Ship to ascade County Public Works 79 Vaughn South Frontage Ro reat Falls, MT, 59404-6247 SA 001			
Buyer	Jennifer Snell		S	Shipping from	201US		

Tel. Fax.

Shipping via

Drive Away Service

Freight terms

Prepaid

Payment terms

CASH IN ADVANCE

Thank you for your interest in our products. We are pleased to quote you as follows:

4064546920

Description	Quantity	Price each	Discount	Assembly	Surcharge	Net price	Ext. Pric
18 Ft 3 Station Restroom Shower Combo					0.00		
Miscellaneous Part- Rr Trailer	1.00	51,485.00		0.00	0.00	51,485.00	51,485.0
t 3 Station Restroom Shower Combo / Gray S	Spa						
18 Ft 3 Station Restroom Shower Combo Interior Add On Options					0.00		
Entertainment Package	1.00	550.00		0.00	0.00	550.00	550.0
FM Bluetooth Stereo W/ Speakers							
Push Button Shower Controls	1.00=	390.00		0.00	0.00	390.00	390.0
Button Shower Controls							
Pressure Tank	1.00	450.00		0.00	0.00	450.00	450.0
sure Tank							
Arctic Heat Package (Includes Forced Air Heat, Heated Dump, and Service Area Heat)	1.00	3,250.00		0.00	0.00	3,250.00	3,250.0
Heaters, Cabin and Service Area Heat, Heat	ted Dump Valve, 1	Tank Insulation					
NO Arctic Skirting - 1				0.00	0.00		
TP Holders	1.00	150.00		0.00	0.00	150.00	150.0
Mounted Double Roll							
Paper Towel Dispenser	1.00	180.00		0.00	0.00	180.00	180.0
Mounted Stainless Multi Fold							
	18 Ft 3 Station Restroom Shower Combo Miscellaneous Part- Rr Trailer t 3 Station Restroom Shower Combo / Gray S  18 Ft 3 Station Restroom Shower Combo Interior Add On Options Entertainment Package FM Bluetooth Stereo W/ Speakers Push Button Shower Controls Button Shower Controls Pressure Tank sure Tank Arctic Heat Package (Includes Forced Air Heat, Heated Dump, and Service Area Heat) Heaters, Cabin and Service Area Heat, Hea NO Arctic Skirting - 1 TP Holders Mounted Double Roll Paper Towel Dispenser	18 Ft 3 Station Restroom Shower Combo Miscellaneous Part- Rr Trailer 1.00  t 3 Station Restroom Shower Combo / Gray Spa  18 Ft 3 Station Restroom Shower Combo Interior Add On Options Entertainment Package 1.00  FM Bluetooth Stereo W/ Speakers Push Button Shower Controls 1.00  Button Shower Controls Pressure Tank 1.00  sure Tank Arctic Heat Package (Includes Forced Air Heat, Heated Dump, and Service Area Heat) Heaters, Cabin and Service Area Heat, Heated Dump Valve, The Holders NO Arctic Skirting - 1 TP Holders 1.00  Mounted Double Roll Paper Towel Dispenser 1.00	18 Ft 3 Station Restroom Shower Combo Miscellaneous Part- Rr Trailer 1.00 51,485.00  t 3 Station Restroom Shower Combo / Gray Spa  18 Ft 3 Station Restroom Shower Combo Interior Add On Options Entertainment Package 1.00 550.00  FM Bluetooth Stereo W/ Speakers  Push Button Shower Controls 1.00 390.00  Button Shower Controls Pressure Tank 1.00 450.00  Forced Air Heat, Heated Dump, and Service Area Heat) Heaters, Cabin and Service Area Heat, Heated Dump Valve, Tank Insulation  NO Arctic Skirting - 1 TP Holders 1.00 150.00  Mounted Double Roll  Paper Towel Dispenser 1.00 180.00	18 Ft 3 Station Restroom Shower Combo Miscellaneous Part- Rr Trailer 1.00 51,485.00  13 Station Restroom Shower Combo / Gray Spa  18 Ft 3 Station Restroom Shower Combo Interior Add On Options Entertainment Package 1.00 550.00  TM Bluetooth Stereo W/ Speakers  Push Button Shower Controls 1.00 390.00  Button Shower Controls  Pressure Tank 1.00 450.00  Sure Tank  Arctic Heat Package (Includes 1.00 3,250.00 Forced Air Heat, Heated Dump, and Service Area Heat) Heaters, Cabin and Service Area Heat, Heated Dump Valve, Tank Insulation NO Arctic Skirting - 1 TP Holders 1.00 150.00  Mounted Double Roll  Paper Towel Dispenser 1.00 180.00	18 Ft 3 Station Restroom Shower Combo Miscellaneous Part- Rr Trailer 1.00 51,485.00 0.00 t 3 Station Restroom Shower Combo / Gray Spa  18 Ft 3 Station Restroom Shower Combo Interior Add On Options Entertainment Package 1.00 550.00 0.00 6M Bluetooth Stereo W/ Speakers Push Button Shower Controls 1.00 390.00 0.00 Button Shower Controls Pressure Tank 1.00 450.00 0.00 sure Tank  Arctic Heat Package (Includes 1.00 3,250.00 Forced Air Heat, Heated Dump, and Service Area Heat) Heaters, Cabin and Service Area Heat, Heated Dump Valve, Tank Insulation NO Arctic Skirting - 1 TP Holders 1.00 150.00 0.00 Mounted Double Roll Paper Towel Dispenser 1.00 180.00 0.00	18 Ft 3 Station Restroom Shower Combo Miscellaneous Part- Rr Trailer 1.00 51,485.00 0.00 0.00 13 Station Restroom Shower Combo / Gray Spa  18 Ft 3 Station Restroom Shower Combo Interior Add On Options Entertainment Package 1.00 550.00 0.00 0.00 18 Bluetooth Stereo W/ Speakers Push Button Shower Controls 1.00 390.00 0.00 0.00 18 Button Shower Controls Pressure Tank 1.00 450.00 0.00 0.00 18 Sure Tank Arctic Heat Package (Includes 1.00 3,250.00 0.00 0.00 Forced Air Heate, Heated Dump, and Service Area Heat) Heaters, Cabin and Service Area Heat, Heated Dump Valve, Tank Insulation NO Arctic Skirting - 1 TP Holders 1.00 150.00 0.00 Mounted Double Roll Paper Towel Dispenser 1.00 180.00 0.00 0.00	18 Ft 3 Station Restroom Shower Combo Miscellaneous Part- Rr Trailer 1.00 51,485.00 0.00 0.00 51,485.00 13 Station Restroom Shower Combo / Gray Spa 18 Ft 3 Station Restroom Shower Combo Interior Add On Options Entertainment Package 1.00 550.00 0.00 0.00 550.00 0.00 0.00 550.00 0.00 0.00

Soap Dispensers	1.00	180.00	0.00	0.00	180.00	180.00
Stainless Wall Mounted Liquid Soap						
Sanitary Napkin Receptacles	1.00	150.00	0.00	0.00	150.00	150.00
Stainless Wall Mounted						
Seat Cover Dispenser	1.00	120.00	0.00	0.00	120.00	120.00
Seat Cover Dispenser						
18 Ft 3 Station Restroom Shower				0.00		
Combo Exterior Add On Options Gender Signs	1.00	75.00	0.00	0.00	75.00	75.00
Male / Female						
Aluminum Wheels	1.00	330.00	0.00	0.00	330.00	330.00
Polished Aluminum Split Spoke Wheels, Per Trailer						
MAXX Air Vent Covers	1.00	225.00	0.00	0.00	225.00	225.00
Vent Covers Allow Roof Vents To Be Open When Raining						
Lighted Steps-LED Strip	1.00	225.00	0.00	0.00	225.00	225.00
Lighted Steps-LED Strip						

BOL Carrier Note - Must set delivery appointment - Jennifer Snell - 1-406-454-6920

Subtotal	57,760.00 USI			
Freight Charges	3,658.00 USD			
Total:	61,418.00 USD			

### Applicable sales tax to be added at time of order

Due to global supply chain shortages and unforeseen raw material, freight, and labor increases; this quoted price is subject to change. Satellite Suites will evaluate costs 90 days before the start of production. If changes are required, the customer will be notified and given the opportunity to accept the changes or cancel the order with a full refund of deposit. Every reasonable effort will be made to keep costs down and avoid increases. Thank you for your continued partnership as we work through these challenging and unprecedented global conditions.

Prepared by:

John Sprenger

Area Manager:

John Sprenger

E-mail:

johns@satelliteindustries.com

Tel.:

253-874-5754

Fax.:

888-292-2069

#### TERMS AND CONDITIONS

#### Terms of payment are subject to credit approval.

\*\*Quotes in currencies other than USD will be re-evaluated to market rates against USD at time of order confirmation\*\*

Credit Card transactions are accepted. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

Buyer grants Satellite a Purchase Money Security Interest in all the products sold hereunder for any orders not paid in full at the time of the order. Taxes are subject to change at time of invoice.

PAYMENTS NOT RECEIVED WITHIN THE PAYMENT TERMS SHOW ABOVE WILL BE ASSESSED A FINANCE CHARGE OF 0.85% PER MONTH ON THE UNPAID USD BALANCE

PRICING ON THIS QUOTATION VALID FOR FIFTEEN (15) DAYS FROM QUOTED DATE. SATELLITE RESERVES THE RIGHT TO PROVIDE RE-ESTIMATION OF PRICES OR A SURCHARGE PRIOR TO DELIVERY IN THE EVENT SATELLITE EXPERIENCES SIGNIFICANT COST INCREASES RELATED TO THE PRODUCTS ORDERED. CUSTOMER SHALL HAVE [THREE (3) BUSINESS DAYS] FROM RECEIPT OF ANY PRICE CHANGES TO APPROVE OR CANCEL ORDER. IF THE CUSTOMER DECIDES TO CANCEL THE ORDER DUE TO A PRICE INCREASE THE CUSTOMER WILL NOT BE HELD TO THE 20% RESTOCKING FEE REFERENCED BELOW.CUSTOMER'S FAILURE TO APPROVE OR CANCEL ORDER WITHIN SUCH TIMEFRAME SHALL BE DEEMED AN APPROVAL.

NEITHER TRANSPORTATION COMPANIES NOR SATELLITE INDUSTRIES INC CAN GUARANTEE DELIVERY DATES. COMPENSATION IS NOT OFFERED IN THE CASE OF LOSSES DUE TO DELAYED DELIVERY OF CARGO. PLEASE PLAN YOUR ORDER WITH AMPLE TIME.

WARNING: These products may contain chemicals known to the State of California to cause cancer and/or birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

Due to an unstable global supply chain our provided ship date is an estimate, not a guarantee.

Unforeseen supply chain issues may delay completion and shipment of our products.

Thank you for your patience and understanding.

Due to an unstable global supply chain, our provided ship date is an estimate, not a guarantee.

Unforeseen supply chain issues may delay completion and shipment of our products.

Thank you for your patience and understanding.

These commodities, technology or software are subject to the United States Export Administration Regulations. Diversion contrary to US law prohibited.

United States and Canada Toll Free Customer Service:

TEL 800-883-1123 / FAX 763-553-1905

Outside United States and Canada Customer Service:

TEL 763-553-1900 / FAX 763-551-7248

www.satelliteindustries.com

Reissuing of invoices resulting from financing, change in terms in bill-to entity will incur an administrative fee for each invoice reissued.

Cancelled orders are subject to a twenty percent (20%) restocking fee.

Contrare Assessance Ciamor			Data
Customer Acceptance Signat	ure		Date
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For inquiries, pleas	e call /65-5	55-1900.	

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J

#### Warranty for Suites

The components all have different warranty.

- 1) AC has a manufacture warranty of 2 years.
- 2) Water pumps, toilets, and heater have a 1 year warranty. These will need to be register with the manufacture. All the paperwork comes with the unit.
- 3) Structure of the units is 3 years. They can order the parts through us or on-line, whatever they would like to do.

Also here are the suggestion of maintenance for the unit.

#### Thanks

#### Matt Frey

Manager of Product Support & Innovation- Satellite Suites™ a Satellite | PolyPortables

1686 Commerce Drive, Bristol, IN 46507

TM: 574-596-1626

2 O: 574-350-2153

matti@satelliteindustries.com

www.satelliteindustries.com

### WARRANTY



### 3 -Year Limited Product Warranty

Satellite Industries, Inc. hereby warrants to the original purchaser that the Satellite Suites™ restroom trailer will be free of manufacturing defects in materials and workmanship for a period of three years from the date of shipment. If upon examination by Satellite Suites™, or our representative, any covered part or parts are determined to be defective Satellite will provide, free of charge, the repair or replacement of said items at Satellite's discretion. This warranty is subject to the following exclusions and limitations.

- Customer Responsibility: The customer shall be responsible for normal maintenance and adjustments of the products. Notification must be made to Satellite Suites™ of the need for warranty repairs. Satellite will not be liable for transportation costs to and from repair facility, loss of revenue from down time or cost of rental equipment.
- 2. This warranty does not apply to components or accessories not manufactured by Satellite which carry a manufacturers written warranty: air conditioners, heaters, faucets, toilets, water pumps, converter, vent fans, power converter
  - a. In order to expedite claims, Satellite Suites will handle credit from manufacturer. Contact Satellite Suites at 574-350-2150.
  - b. Warranted part(s) must be returned to Satellite Suites in order for part to be covered.
    - Satellite Suites<sup>™</sup>, Attention: Warranty, 1686 Commerce Drive, Bristol, IN 46507
- 3. This warranty applies only to products placed in normal use. It does not apply to any product that has been abused, neglected (i.e. lubrication, tire pressure, transported with full waste tank etc.), exposed to abrasive or corrosive chemicals, damaged in an accident or failures caused by lack of routine maintenance or winterization per Satellite Suites™ winterization procedure (https://www.satelliterestroomtrailers.com/resources/winterizing). Items that have been altered or repaired by anyone other than Satellite or a repair facility authorized by Satellite will also be excluded from warranty coverage.

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#### CLAIMS EXCLUDED FROM THIS WARRANTY

Satellite Suites™ is not responsible for claims relating to any of the following: (1) any type of defacing, including scratches, dents, chips, tears, or defacing on any surface not caused by the Manufacturer; (2) Floor wear; (3) damage due to unauthorized repairs, abuse, misuse, neglect, or overloading (as determined by the GVWR); (4) metal corrosion from fertilizers, cement, caustic chemicals etc., (5) damage caused by improper hitch ball or tow vehicle hook up; (6) damage caused by loose or improperly torqued lug nuts; (7) paint, decals, or graphics; (8) tow vehicle wiring; (9) tire alignment; (10) damage to any tow vehicle; (11) damage caused by acts of God or terrorism; (12) damage caused by theft of vandalism (12) damage caused by towing with water or waste in tank(s) and/or towing over the rated GVWR.

### DISCLAIMER OF FURTHER WARRANTY

THE MANUFACTURER MAKES NO EXPRESS OR IMPLIED WARRANTIES OTHER THAN AS SPECIFICALLY SET FORTH IN THIS WARRANTY. NO EMPLOYEE OR AUTHORIZED REPRESENTATIVE HAS THE AUTHORITY TO CHANGE OR MODIFY THIS WARRANTY. IMPLIED WARRANTIES, INCLUDING THOS OF MERCHANTABILITY, FINTNESS FOR AN INTED PURPOSE ARE EXCLUDED TO THE EXTENT OF THE LAW AND WHEN NOT EXCLUDED ARE LIMITED TO A PERIOD OF ONE YEAR FROM SHIPMENT. IN NO EVENT SHALL SATELLITE INDUSTRIES, INC., BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY OR MAY NOT APPLY TO YOU. FOR WARRANTY SERVICE CONTACT SATELLITE SUITES™ AT 574-350-2150.

(763) 553-1900 • 800-328-3332 • FAX (763) 553-1905 • www.satelliteindustries.com

## WIRE TRANSFER INSTRUCTIONS

### PLEASE MAKE YOUR PAYMENT IN US\$ BY WIRE TRANSFER TO:

WELLS FARGO BANK N.A. 420 MONTGOMERY STREET SAN FRANCISCO CA 94104-1207

ACCT. NAME: SATELLITE INDUSTRIES INC.

ACCT #: 0001027520 ABA #: 121000248

PROCESS USING SWIFT STANDARD: OUR: REMITTER PAYS ALL FEES

\*\*\* SWIFT CODE IS REQUIRED FOR CLIENTS SENDING FUNDS FROM OVERSEAS

- WFBIUS6S

PLEASE REFERENCE OUR QUOTE OR SALES ORDER NUMBER
ON THE WIRE TRANSFER.

Thank you

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SALES PLAN SCALE: 2"=1'-0" THIS DRAVING IS THE PROPERTY
UP SAFECTION WITH THE MOUSTRESS, NO.
AND COMMAND ITS TRADE SCREET
AND ITS PROPERTIARY IN BEHAVILLIA
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ANT ST6X18-Satellite INDUSTRIES, INC. Satellite Suites www.satelliterestroomtrailers.com SHOWERRESTOOM TRAILER

3 STATION SHOWERRESTROOM COMBO

CADrawings - Prints - Suites\\$16x18\\$16x18-1686 COMMERCE DRIVE BRISTOL, IN, 46507 574-350-2150 DATE

2/25/2016

DRAWIN WALE

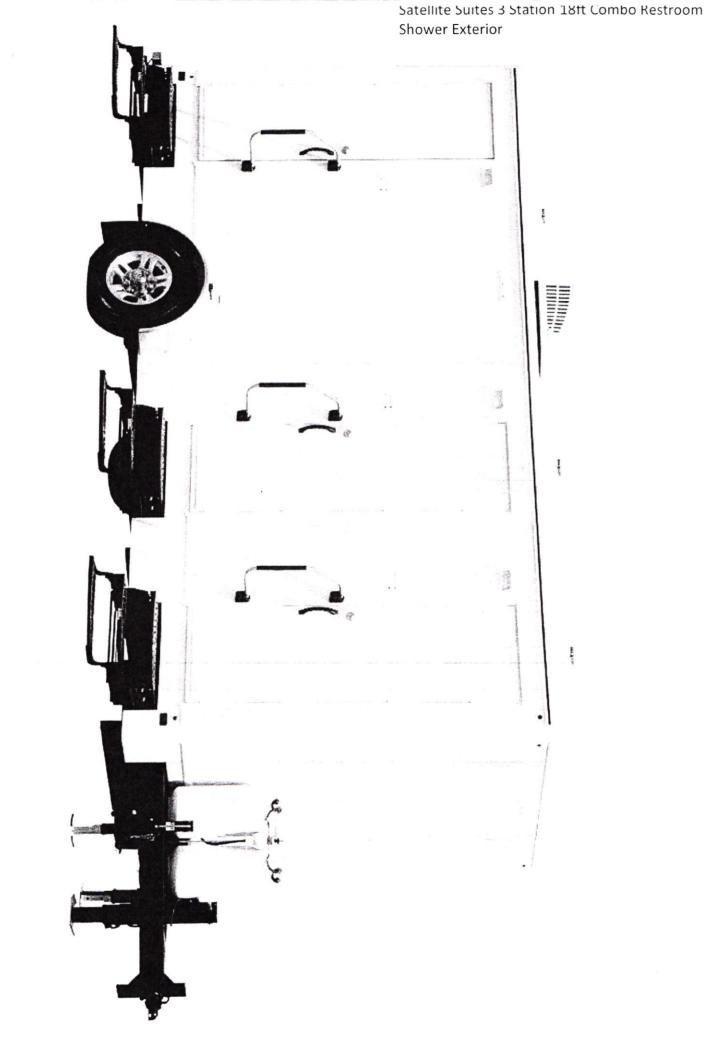
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### Portable Restroom Trailers, LLC – 866-807-9043

3 Station Shower Trailer Portable Restroom

Combo | Cabo Series - 4 Season Package

SKU# FRA915259

\$63,760.00 + Freight. Lead time 6-7 months

### Overview

Designer Shower Trailer Portable Restroom Trailer Combos for Campgrounds, Schools, and Emergency Management

3 Station Shower Trailer Portable Restroom Combo | Cabo Series – 4 Season Package

This 3 Station Shower Trailer Portable Restroom Combo | Cabo Series is the perfect solution for locations requiring shower and restroom facilities in one compact environment!

Each unisex shower/restroom suite includes water-saving flushable toilet, a corner sink with metered faucet, and a shower stall with metered shower head and curtain. The trailer also includes a beautiful earth tone fiberglass interior, insulated walls and ceiling, and one-piece aluminum seamless roof with smooth siding. Abundant porch lighting at each entry door and 1-piece non-skid designer flooring ensure your guests can enter/ exit safely and securely no matter what time of day or night. Your guests are also sure to enjoy the comfort of a fully climate-controlled environment including the 4 Season Package and maintained by air conditioning and heat strips!

\*Effective immediately, this trailer now includes black-covered A/C units.

Small 3 Toilets - 0 Urinals - Up to 250 Guests - 3 Sinks

	4 3
	6 4

### Features/Specifications

Model Year: 2022

Stations: 3

Standard Toilets: 3

Sinks: 3

Fresh Water Tank (Gallons): 125

Waste Tank (Gallons): 300

Mechanics Room: Yes

Box Length: 16'

Box Width: 6'

Curb Weight (lbs.): 4828

A/C Unit Type (BTU): 13.5

A/C Unit Count: 1

Water Supply: City Water- Pressurized Water System- Garden Hose Power

Supply/Cords: (1-4) 120 v / 30 amp.

<u>Warranty Information</u>: This new Comfort Series unit has a 3-year trailer manufacturer warranty on the trailer and a 1-3 year warranty on Individual appliances. Registration details are provided by their individual appliance manufacturers and are located in the component binder located in the mechanics room on the backside of the trailer.

### **Agenda Action Report**

### Prepared for the

### **Cascade County Commission**

ITEM:

Buildings for Lease or Rent

PRESENTED BY:

Amber Hobbs, Planner

### **GENERAL INFORMATION**

APPLICANT/

PROPERTY OWNER:

Keith Schermele

PROPERTY LOCATION:

38 Sapphire Lane, Great Falls, MT 59405, Lot 4, Block 1 of the Foothills

Ranch Commercial Subdivision, in Section 13, Township 20 North, Range

04 East, P.M.M., Cascade County, MT

**EXISTING ZONING:** 

Commercial (C) District

REQUESTED ACTION:

Review of Buildings for Lease or Rent

**EXISTING LAND USE:** 

Storage Facility

SURROUNDING ZONE

AND USE:

North: US Hwy 89, Commercial District, Undeveloped South: Suburban Residential 2 District, Residential

East: Commercial District, Undeveloped

West: Suburban Residential 2 and Commercial District, Undeveloped

#### BACKGROUND INFORMATION

The County adopted the Buildings for Lease or Rent (BLR) Regulations on November 12, 2013 by Resolution No. 13-93. The Applicant requests approval to add seven (7) mini-storage buildings with 93 units total. These buildings are not exempt under the BLR Regulations, and requires the approval from the Board of County Commissioners.

#### **FACTS**

- 1. Access to the mini-storage facility is via Sapphire Lane, a privately owned and maintained road.
- 2. The proposed mini-storage facility will receive law enforcement services from the Cascade County Sheriff's Office and fire protection services from the Sand Coulee Volunteer Fire Department. Approval of a Fire Suppression Cistern, appurtenances, approach, and easement by the Sand Coulee Volunteer Fire Department was a Condition of Approval for the Foothill Ranch Commercial Subdivision (Condition 14). As of writing this report, the fire suppression system has not been

constructed and has not been tested and approved by the Sand Coulee Volunteer Fire Department. However, an existing fire cistern is located approximately 500 feet west of the subject property.

- 3. There are currently four (4) mini-storage buildings containing a total of 104 units and one (1) office building on the property. These four (4) mini-storage buildings were approved by the Cascade County Commissioners on April 27, 2021. The Location/Conformance Permit for the use of a mini-storage facility on the property was approved on May 6, 2021. The office building on the property is the only building using water and wastewater facilities<sup>1</sup>.
- 4. The Applicant is requesting a review of Buildings for Lease or Rent for seven (7) additional ministorage buildings containing a total of 93 units.
- 5. The proposed mini-storage buildings contain the following units and square-feet:
  - One mini-storage building will be 112 feet long by 40 feet wide with 8 units.
  - One mini-storage building will be 210 feet long by 50 feet wide with 15 units.
  - One mini-storage building will be 170 feet long by 50 feet wide with 11 units.
  - One mini-storage building will be 140 feet long by 30 feet wide with 14 units.
  - One mini-storage building will be 140 feet long by 40 feet wide with 10 units.
  - One mini-storage building will be 280 feet long by 40 feet wide with 20 units.
  - One mini-storage building will be 170 feet long by 50 feet wide with 15 units.
- 6. Proposed buildings will meet the Commercial District's setbacks from property lines: fifteen (15) feet from the front, ten (10) feet from the rear, and six (6) feet from the sides.
- 7. A Certificate of Subdivision Plat Approval (COSA) for Lot 4, Block 1 of the Foothill Ranch Commercial Subdivision has been approved by The Montana Department of Environmental Quality (DEQ). The mini-storage buildings proposed are not connected to water or wastewater facilities.
- 8. The property is not located in the Regulated Flood Hazard Area<sup>2</sup>.
- 9. Currently, the mini-storage facility offers outdoor storage for vehicles, recreational vehicles, and trailers. The Applicant plans to phase out the outdoor storage if the additional buildings for lease or rent are approved. The Applicant is working on installing sight obscuring screening on the rear perimeter of the property that will comply with the screening standards in the Cascade County Zoning Regulations.

### **FINDINGS**

1. The proposed buildings for lease or rent, as submitted or conditioned, complies with the BLR Regulations and other regulations applicable to the property, and avoid or minimize potential significant impacts on the physical environment and human population in the area affected by the buildings for lease or rent.

<sup>1</sup> Septic Permit # 061-21

<sup>2</sup> The property is located in Zone D based on FIRM Panel # 30013C0631E.

- 2. No water, wastewater, and solid waste facilities are needed or will be utilized to serve the proposed buildings for lease or rent.
- 3. There is adequate access to the site to serve the buildings for lease or rent.
- 4. There is adequate emergency medical, fire protection, and law enforcement services available to serve the buildings for lease or rent.
- 5. Floodplain Regulations are inapplicable.

### **CONCLUSION**

This proposed mini-storage facility will meet the requirements of the BLR Regulations.

#### RECOMMENDATIONS

Two motions have been provided for the Board's consideration:

1. "I move the Cascade County Board of Commissioners, after consideration of the Staff Report, that the one (1) mini-storage building with 8 units, one (1) mini-storage building with 15 units, one (1) mini-storage building with 14 units, one (1) mini-storage building with 14 units, one (1) mini-storage building with 10 units, one (1) mini-storage building with 20 units, and one (1) mini-storage building with 15 units located on Parcel# 2645640 with Geocode 02-3016-13-4-01-07-0000, legally described as Lot 4, Block 1 of the Foothills Ranch Commercial Subdivision in Section 13 Township 20 North, Range 04 East, P.M.M., Cascade County, MT, be **denied**;

or

- 2. "I move the Cascade County Board of Commissioners **adopt** the Staff Report, and **approve** the one (1) mini-storage building with 8 units, one (1) mini-storage building with 15 units, one (1) mini-storage building with 14 units, one (1) mini-storage building with 10 units, one (1) mini-storage building with 20 units, and one (1) mini-storage building with 15 units on Parcel# 2645640 with Geocode 02-3016-13-4-01-07-0000, legally described as Lot 4, Block 1 of the Foothills Ranch Commercial Subdivision in Section 13 Township 20 North, Range 04 East, P.M.M., Cascade County, MT, subject to the following conditions:
  - 1) The Applicant must obtain any other required Federal, State or County permits and comply with the regulations associated with any other permits and approvals.

#### Attachments:

- 1. Buildings for Lease or Rent Application
- 2. Emails with Additional Application Information
- 3. Vicinity & Zoning Maps
- 4. Septic Permit # 061-21
- 5. Foothills Ranch Commercial Notice of Conditional Approval
- 6. Commissioners Approval Form
- 7. April 27, 2021, Buildings for Lease or Rent Approval

cc: Keith Schermele
Cascade County Attorney's Office

		4 4

### Osborne, Alisha A.

<sup>c</sup>rom:

noreply@civicplus.com

sent:

Friday, March 11, 2022 11:55 AM

To:

Subject:

Planning Comments; Osborne, Alisha A.; dgough@cascadecountymt.gov

Online Form Submittal: Submit Form(s) Online

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

### Submit Form(s) Online

First Name	Keith
Last Name	Schermele
Phone Number	406-799-1892
Fax Number	Field not completed.
Email Address	foothillsstoragemt@gmail.com
	(Section Break)
File Subject Type	Building for Lease or Rent Permit Application
	The second secon
File Upload	Foothills Storage Buildings For Lease or Rent Cascade County Final.pdf
File Upload File Upload 2	Foothills Storage Buildings For Lease or Rent Cascade County
	Foothills Storage Buildings For Lease or Rent Cascade County Final.pdf

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# Buildings for Lease or Rent Application

CASCADE COUNTY PLANNING DEPARTMENT 121 4TH ST NO. STE 2H/I, GREAT FALLS MT 59401

PHONE: 406-454-6905 | FAX: 406-454-6919

EMAIL: PLANNINGCOMMENTS@CASCADECOUNTYMT.GOV | www.cascadecountymt.gov

### Required \$400.00 Non-Refundable Application Fee

	OFFICE USE ONLY
Date Application Received: 3\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Type of Development:
	ele  mail Address: foothillsstoragemt@gmail.com
Mailing Address: 38 Sapphire Lane Proposed Development: Additional Stora	City: State: Zip:
Legal Description: NW 1/4 NW	

### 1. Application Requirements:

- A copy of the deed or other legal description of the real property.
- B. Evidence of the landowner's title and interest in the land for which the application is being made.
- C. A site plan showing:
  - i. North arrow and scale bar (minimum scale of 1:20):
  - ii. Property boundaries;
  - iii. Existing and proposed onsite and adjacent offsite streets, roads, and easements that will serve the proposal;
  - iv. Existing and proposed access to the subject property;
  - v. Pertinent geographic features of the subject property, including any significant topographical features and designated floodplain;
  - vi. Location of existing and proposed water, wastewater and solid waste facilities serving the subject property;
  - vii. The location of existing and proposed buildings or structures on the subject property.
- D. A detailed narrative of existing and proposed buildings and their location on the subject property, including the uses proposed for each and the approximate floor area and ground coverage of each building.
- E. A detailed narrative of the proposed water, wastewater, and solid waste disposal facilities intended to serve the buildings for lease or rent.
- F. A detailed narrative of the emergency medical, fire, and law enforcement services proposed to serve the buildings for lease or rent.
- G. A detailed narrative describing the existing and proposed access to and from the site, as well as the onsite circulation providing access to the existing and proposed buildings for lease or rent.
- H. A detailed narrative assessing the potential significant impacts on the surrounding physical environment or human population as a result of the proposed building for lease or rent, including a description of any proposed mitigation measures to avoid or minimize impacts anticipated.

#### 2. Review Process

- A. Upon receipt of an application along with all applicable fees, the administrator shall, within ten (10) working days, determine whether the application is complete and notify the applicant in writing.
- B. If the application is incomplete, the administrator shall identify, in writing, any missing materials or insufficient information necessary to conduct the required review.
- C. If the application is complete, the administrator shall complete review of the application and the governing body shall approve, conditionally approve, or deny the application within sixty (60) working days. The timeframe may be extended upon mutual agreement, in writing, by the applicant and the governing body. Review and approval, conditional approval, or denial of an application for the creation of buildings for lease or rent pursuant to this section must be based upon the regulations in effect at the time an application is determined to be complete.
- D. The governing body shall provide written notification to the landowner of the approval, conditional approval, or denial of the application within 60 working days after determining the application was complete.

ATTEST: I hereby certify that the information given herein is true and correct to the best of my knowledge. There are no restrictions placed upon my property which would prohibit the issuance of this permit. If there are any restrictions, then this permit shall become null and void. I hereby grant permission to any Cascade County Official to enter my property to inspect for compliance with the County Zoning Regulations in relation to this application.

Applicant Signature:	Date: 3/11/2022
Property Owner Signature:	Date: 3/11/2022

THE APPLICATION MUST BE SIGNED BY THE OWNER OF THE LAND PROPOSED FOR LEASE OR RENT.

March 11, 2022 Cascade County Planning 121 4<sup>th</sup> St N, STE 2H/1 Great Falls, MT 59401

RE: Building for Lease or Rent Application for the Foothills Self-Storage located on S13-T20-R04 E, Block 001, Lott 004, PL 2074-77, Geo-code 02-3016-13-01-07-000 in Cascade County, Montana.

#### Dear Planner:

Keith Schermele owns the above referenced parcel east of Great Falls in the Foothills Ranch Commercial Subdivision. Mr. Schermele plans to construct additional covered buildings to provide space for self-storage. Foothills Self-Storage will provide 105 enclosed units with exterior access. The following are attached for review per application requirements:

- Application for Building for Lease or Rent
- Project Narrative
- Site Plan

### Project Narrative Foothills Self-Storage

Owner: Keith Schermele

**Project Name:** Foothills Storage Phase 2

Number of Units: 105

**Legal Description:** S13-T20-R04 E **Geo-Code:** 02-3016-13-4-01-07-000

The following material is provided as required by Cascade County Buildings for Lease or Rent

regulations.

The property is legally described as 513-T20-R04 E, Cascade County, Montana. Proposing to construct additional self storage buildings at an existing storage facility to provide safe, secure, and convenient storage for residents in the area. Access to the storage facility will continue to use Sapphire Lane. The project will consist of seven self-storage buildings.

### **Existing Conditions:**

The 13.368 acre site is situated in the Foothills Commercial Subdivision, approximately 2 miles east of Great Falls, Montana. The property is zoned Commercial in Cascade County, Montana. Land surrounding the proposed storage facility consists of mostly unoccupied commercial lots in

the Commercial Subdivision and agricultural lands. Topography of the area is generally flat with slightly rolling hills.

## Proposed improvements:

Proposed improvements for the Foothills Self-Storage facility will consists of seven covered storage buildings. All buildings will meet the commercial districts setbacks from property lines and are not located in a regulated flood hazard area.

- Building #1: 140' x 40'
- Building #2: 238' x 50'
- Building #3: 170' x 50'
- Building #4: 140' x 50'
- Building #5: 196' x 50'
- Building #6: 280' x 40'
- Building #7: 200' x 25'

Onsite circulation around buildings as well as the access road to the facility will consist of gravel surfacing. As shown on the attached site plan, the drive aisles within the facility will be 35'-80' feed wide to allow for two-way traffic. Applicable signage and markings will be used to control traffic movement though the site.

## Summary of Water and Wastewater Facilities:

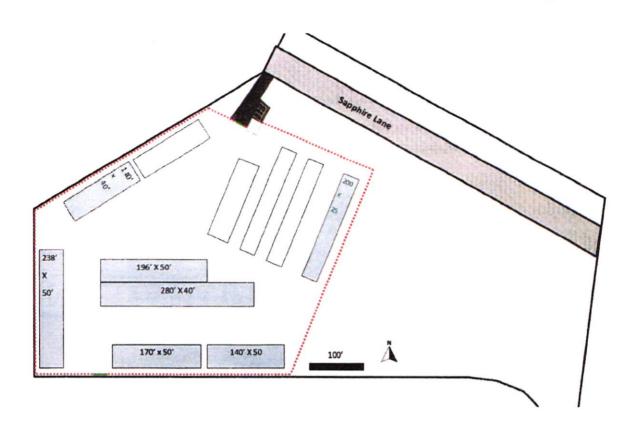
No water, wastewater, and solid waste facilities are needed or will be utilized to serve the buildings for lease or rent.

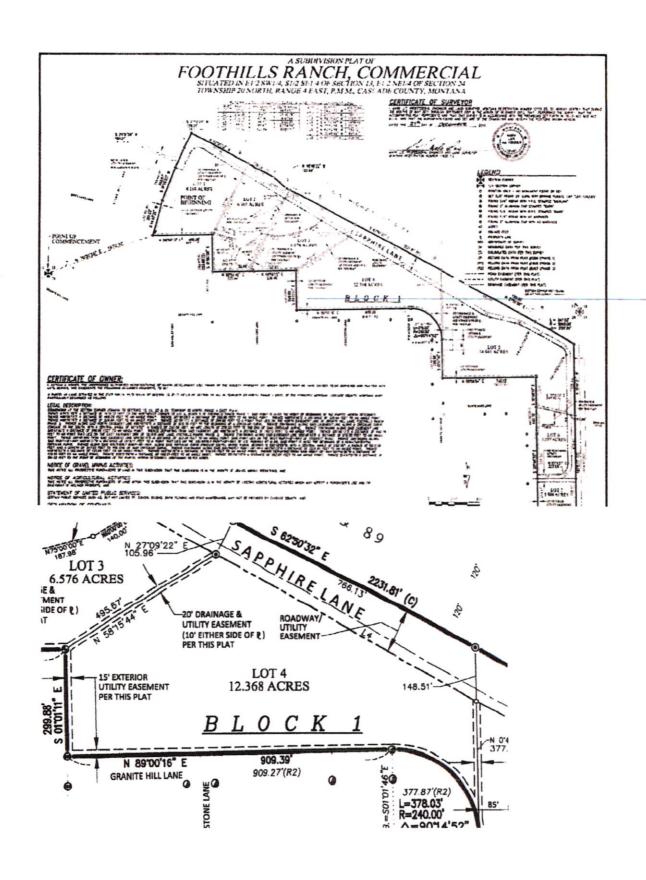
## Summary of Emergency Services:

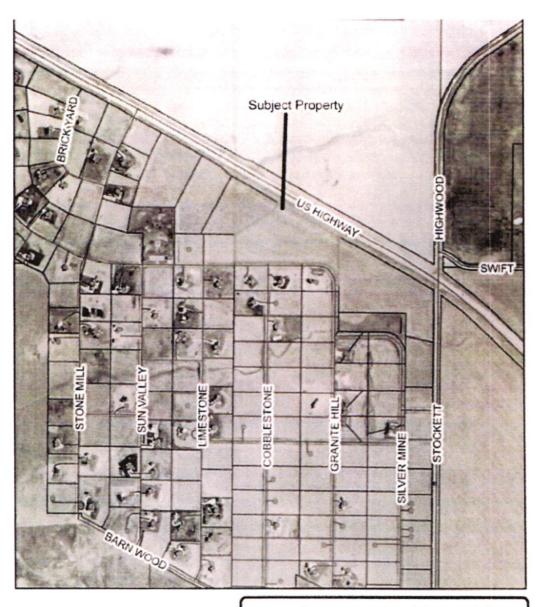
Foothills Self-Storage facility is roughly 6.1 miles from the nearest rural fire district station located in Sand Coulee, Montana. The Cascade County Sheriff's office serves Foothills Self-Storage from its headquarters at 3800 Ulm North Frontage Road, Great Falls, Montana. Emergency medical assistance, fire protection, and law enforcement are able to respond to the site in a timely matter.

## Summary of Potential impacts:

No potential impacts have been identified based on the criteria outlined within the Building for Lease or Rent regulations.



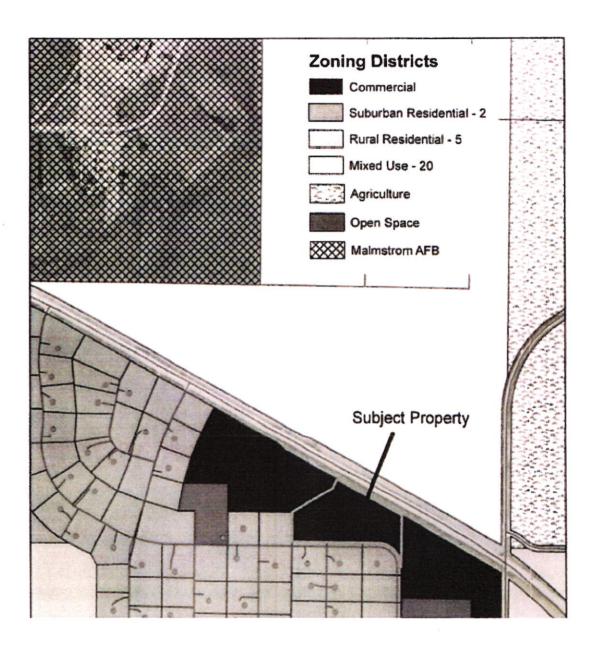




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R0409679 05/06/2021 03:55:32 PM Total Pages: 2 Rina Moore - Clerk and Recorder, Cascade County Fee: \$14.00 WD eRecorded

RECORDED AT THE REQUEST OF FIRST AMERICAN TITLE

AND WHEN RECORDED MAIL TO: Schemele 3355 15th Ave S Great Falls, MT 59405

#### **WARRANTY DEED**

FOR VALUE RECEIVED.

Ranch Development LLC, a Montana limited liability company

hereinafter called Grantor(s), do(es) hereby grant, bargain, sell and convey unto

Keith Schermele

whose address is: 3355 15th Avenue South, Great Falls, MT 59405

Hereinafter called the Grantee, the following described premises situated in Cascade County, Montana, to-wit:

LOT 4, BLOCK 1, FOOTHILLS RANCH COMMERCIAL, CASCADE COUNTY, MONTANA, ACCORDING TO THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY, PL2014-0000011

SUBJECT TO covenants, conditions, restrictions, provisions, easements and encumbrances apparent or of record.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantees and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: April 27, 2021

## Hobbs, Amber R.

From: Foothills Self Storage MT <foothillsstoragemt@gmail.com>

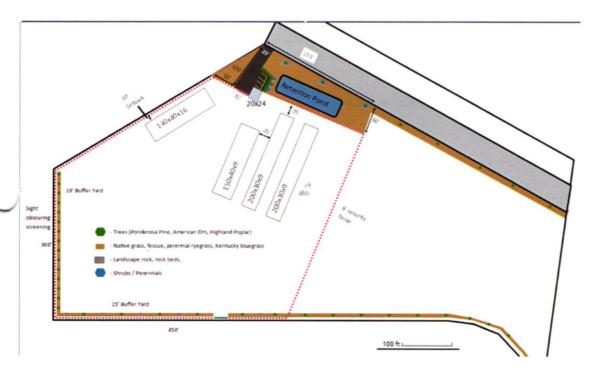
Sent: Thursday, March 31, 2022 8:02 AM

To: Hobbs, Amber R. <ahobbs@cascadecountymt.gov>
Cc: Yonker, Charity N. <cnyonker@cascadecountymt.gov>
Subject: Re: Buildings for Lease or Rent Application 002-2022

#### Hi Amber -

Thank you for discussing this project with me on the phone yesterday. Attached to this email is the updated narrative with the matching building counts. Landscape plan will be the same, I did add in the location of the retention pond on attachment below.

## Number of Units: 93



On Wed, Mar 30, 2022 at 1:31 PM Hobbs, Amber R. <a href="mailto:ahobbs@cascadecountymt.gov">ahobbs@cascadecountymt.gov</a>> wrote: Mr. Schermele,

Thank you for sending that over! The Commercial District requires landscaping. The previous Buildings for Lease or Rent and Location/Conformance Application provided a landscaping plan for this parcel. I have attached the previous plan to this email. Could you let me know if this is still the current landscaping plan or if anything has changed?

Thank you, Amber Hobbs Cascade County Planner 121 4th St N, Suite 2 H/I Great Falls, MT 59401 Phone: 406-454-6905

Disclosure: This email is public information subject to public records disclosure laws which has been created or received on an electronic mail system in the course of county business and includes any electronic record attachment(s), unless otherwise protected from disclosure under the laws of the State.

#### Section D.

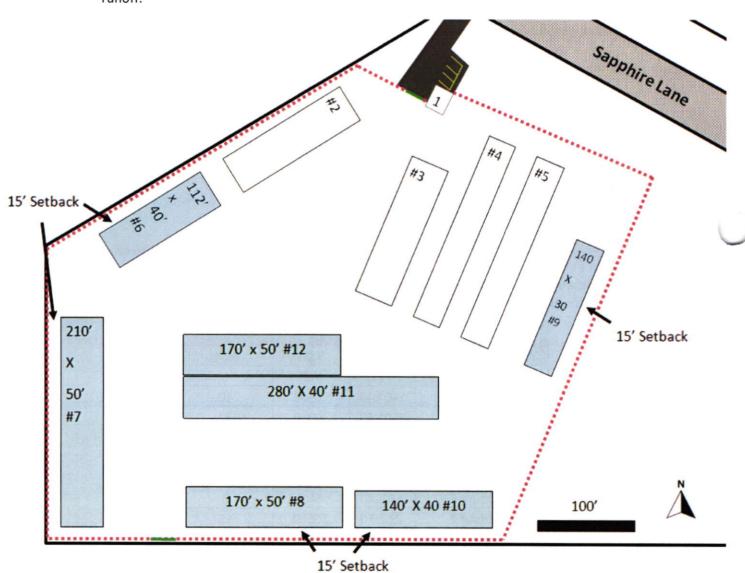
A detailed narrative of existing and proposed buildings and their location on the subject property, including the uses proposed for reach and the approximate floor area and ground coverage of each building.

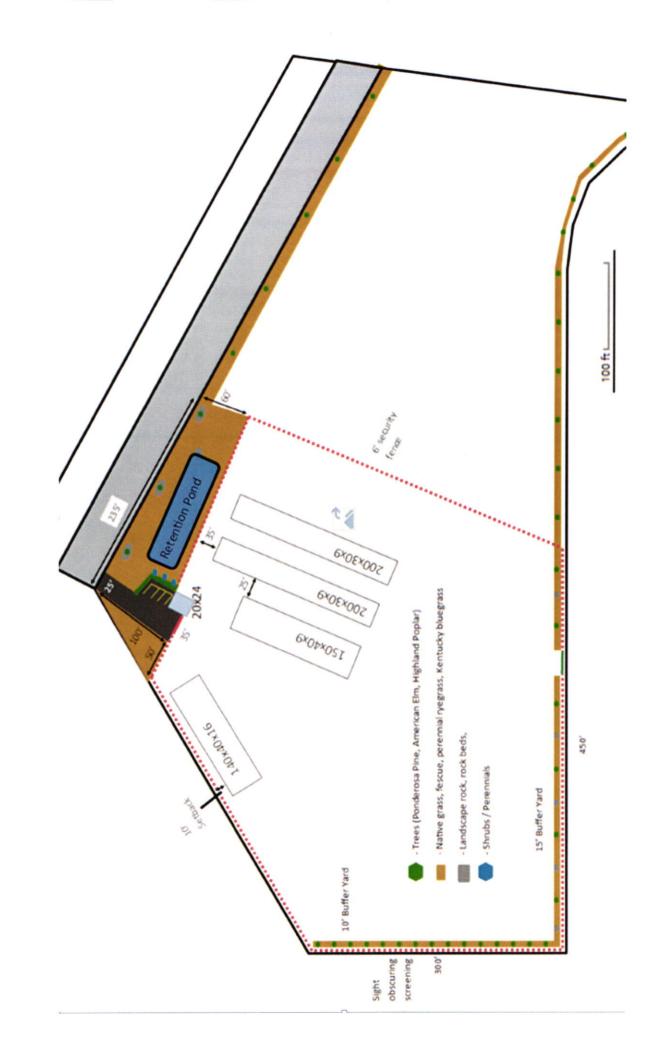
- There are currently 5 existing buildings located on the property. Of those 5 buildings, 4 are dedicated to selfstorage and have no water, wastewater, or solid waste disposal facilities. A detailed breakdown of the building sizes and unit count displayed below.
  - o Building #1: Office Building
    - 24'x32'
    - 768 square feet
  - Building #2: Storage Building
    - 140'x40'
    - 10 Units
    - 5,600 square feet
  - o Building #3: Storage Building
    - 150'x40'
    - 22 Units
    - 6,000 square feet
  - Building #4: Storage Building
    - 200' x 30'
    - 36 Units
    - 6,000 square feet
  - Building #5: Storage Building
    - 200' x 30'
    - 36 Units
    - 6,000 square feed
- Proposed New Buildings
  - The following diagram display the existing and proposed buildings. All proposed buildings will have a 15' setback from property lines and contain no water, wastewater, or solid waste disposal facilities.

Foothills Storage					
<b>Existing Buildings</b>	Size	SqFt	Units		
Building 1	24'x32'	768	0		
Building 2	140'x40'	5,600	10		
Building 3	150'x40'	6,000	22		
Building 4	200'x30'	6,000	36		
Building 5	200'x30'	6,000	36		
<b>Proposed Buildings</b>	Size	SqFt	Units		
Building 6	112x40	4480	8		
Building 7	210x50	10500	15		
Building 8	170x50	8500	11		
Building 9	140x30	4200	14		
Building 10	140x40	5600	10		
Building 11	280x40	11200	20		
Building 12	170x50	8500	15		
		Total:	93		

#### Section H

- A detailed narrative assessing the potential significant impacts on the surrounding physical environment or human population as a result of the proposed building for lease or rent, including a description of any proposed mitigation measures to avoid or minimize impacts anticipated.
  - No potential impacts have been identified based on the criteria outlined within the Buildings for Lease or Rent regulations. The additional buildings proposed in this application were strategically designed and placed on the perimeter of the property to help create an additional buffer between the commercial and residential districts. There will be no doors or units facing the residential area to the south of the property. These buildings will consist of earth tone colors to fit in with the existing design of the development. The additional buildings will also help eliminate the view of existing outdoor parking.
  - The entire site was designed and developed per the specifications of a civil engineer to accommodate all
    existing and proposed buildings when the site was developed in 2021 to accommodate storm water
    runoff.





			j.

## Hobbs, Amber R.

From: Foothills Self Storage MT <foothillsstoragemt@gmail.com>

Sent: Thursday, March 31, 2022 10:49 AM

To: Hobbs, Amber R. <ahobbs@cascadecountymt.gov>
Cc: Yonker, Charity N. <cnyonker@cascadecountymt.gov>
Subject: Re: Buildings for Lease or Rent Application 002-2022

Hi Amber -

Yes - we currently have outdoor parking right now and our plan to is to phase that completely out once the buildings are in place.

We are working with Gary right now to screen the rear perimeter with screening that will be installed by 4/22/22 to screen all existing trailers from view in the residential area until the buildings are in place.

On Thu, Mar 31, 2022 at 9:12 AM Hobbs, Amber R. <a href="mailto:ahobbs@cascadecountymt.gov">ahobbs@cascadecountymt.gov</a> wrote: Good Morning,

Thank you for sending that over so quick! Do you plan to have outdoor storage of RV's and/or other vehicles on the property?

Thank you,

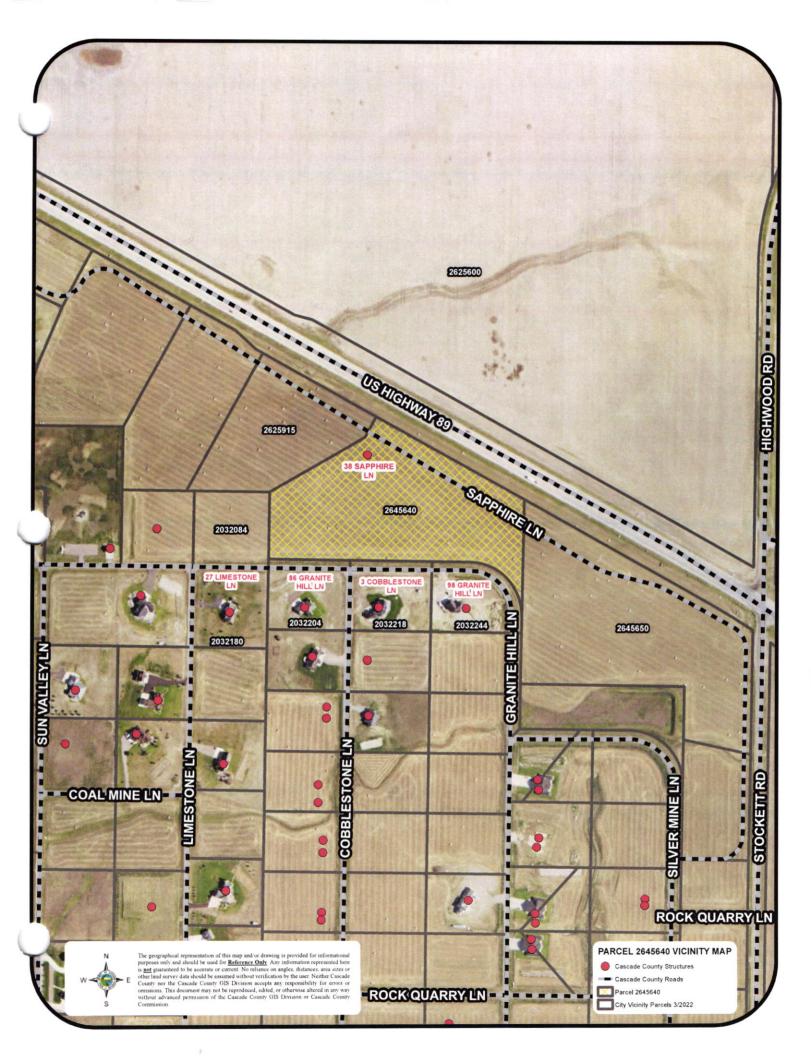
Amber Hobbs

Cascade County Planner
121 4th St N, Suite 2 H/I

Great Falls, MT 59401

Phone: 406-454-6905

Disclosure: This email is public information subject to public records disclosure laws which has been created or received on an electronic mail system in the course of county business and includes any electronic record attachment(s), unless otherwise protected from disclosure under the laws of the State.







## Cascade City-County Health Department 115 4th Street South Great Falls, MT 59401 406-454-6950

Permit #: 061-21

## Subsurface Wastewater Treatment System Permit

The sewage disposal system is to be constructed as specified in thi	s permit, in accordance with the Cascada Cou	unter Populations and the A
	Permit, in assorbance with the cascade Col	unity Regulations, and the Approved Plot Plan (attached).
ONSITE OWNER INFORMATION	ONSITE INFORMA	TION
SCHERMELE, KEITH	SHOTE IN ORMA	HON
Address : 3355 15TH AVENUE SOUTH	Address	
GREAT FALLS, MT 59405-		T FALLS, MT 59405
Mailing Address :	Mailing Address :	
Phone : 406-899-7744	Phone : None	Specified
INSTALLER INFORMATION 009 - JEFF IVERS	Parcel ID#	: 0002645640
009 - JEFF IVERS	GEO Code#	: 02-3016-13-4-01-07-0000
Phone : 406-799-8888	Permit Type	: NEW
: 400-799-0000	System Type	: EVAPOTRANSPIRATION SYSTEMS
g 1/2	Permit Issue Date	: 4/15/2021
	Dwelling Type	: COMMERCIAL
	# of Bedrooms	:
	Designed Gallons/Day	: CM
	Application Rate Subdivision Approval #	: 0.15
	# of People	#2438/FOOTHILLS RANCH COMMERCIAL
Septic System Requirement:		•
	Lot Number: 4	Water Supply: WELL Dwelling Type: COMMERCIAL
Minimum Septic Tank Size: 1,000		:
Dose Tank Size: 500 Absorption area Permitted 200.00 SQF		
rososphon area Pennitted 200.00 SQF		
Condition	ns for Approval/Installation Comments	
SIZED FOR 2 OFFICE EMPLOYEES. 200 SQFT MINIMUS	UM PRESSURE DOSED ETA BED. IN:	STALL PER DEQ COSA WITH SEPTIC
SYSTEM AND WELL IN PRE-APPROVED LOCATIONS A REQUIRE A DEQ REWRITE.	AS SHOWN ON LOT LAYOUT ATTACH	ED. STORMWATER PLAN MAY
SYSTEM REQUIREMENTS :		
The Subsurface Wastewater Treatment System m	ust be installed per the appro	vod Svotom Installatian Day
This permit is revocable if	all stated requirements are not met.	ved System installation Requirements.
The Health Authority shall assume no responsibility in case of failu		71.
he minimum requirements of Cascade County Regulations for Sul	bsurface Wastewater Treatment System	n. This permit is issued with the understanding that
ssuance of septic permit does not constitute approval of other pos	sible requirements including but not lim	nited to: building/zoning permits, flood plain permits.
social go portints, of Er A requirements.		
Please call (406) 454-69	50 for final inspection at least 24 hours	in advance.
IOTE: Installer Report Forms representing the approved system and layoung record	out are due within 10 days of installation and	are attached to this permit as part of the
nal record.		
his sewage disposal system permit to install in pull and unid if		
his sewage disposal system permit to install is null and void if: (a) condi- rom those shown on the Approved Plot/Construction Plan, (c) conditions	of this permit are not followed. No installation	Application; (b) conditions are changed
ispected, corrections are made if necessary, and approved or expressly a	authorized by the local health department. A	Any part of any installation which has been
overed prior to approval shall be uncovered, if necessary, upon direction	of the local health department.	- , part of will motorical will files been
andy Johnson		
4/15/2	2021	
Sandy Johnson (Issued	Date)	(Final Approval Date)
Sandy Jahanna		(Final Approval



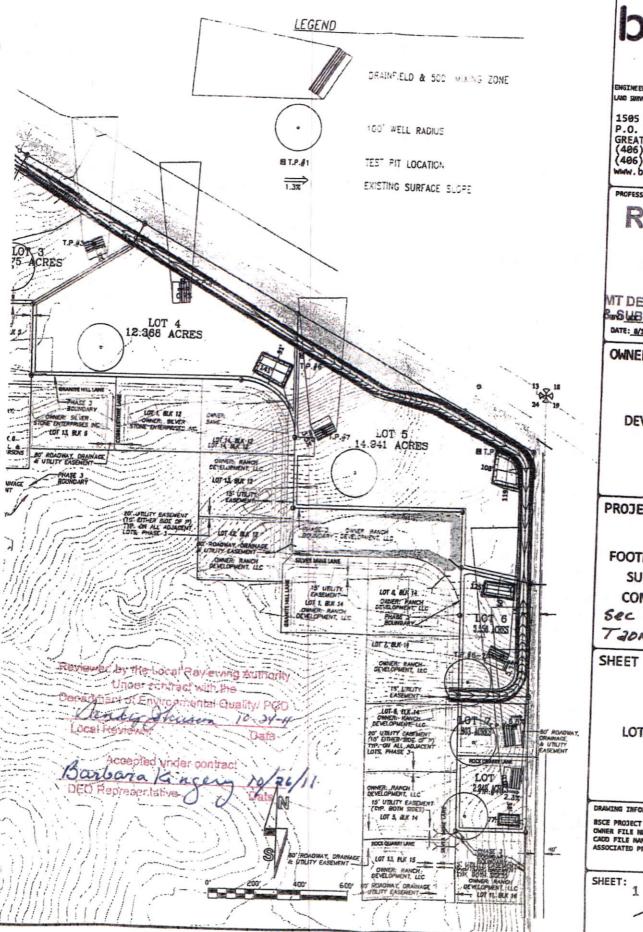


CCHD: 115 4th Street South, Great Falls, MT 59401 (406) 454-6950

## **Subsurface Wastewater Treatment System Application**

Directions: Fill out the following application completely and submit with the appropriate septic permit application fee (contact CCHD for the applicable fee amount). Minimum requirements for a permit may include, but are not limited to, submitting a copy of a Certificate of Survey, excavating an 8 foot deep test pit within 25 feet of the proposed system, performing a percolation test, taking a nitrate sample from an existing or nearby well, and/or providing additional information to fulfill the minimum requirements outlined in the Cascade County Wastewater Treatment System Regulations. Note: Permit fees are non-refundable.

	e de l'ori-refundable.
General Information	
Property Owner(s) Keith Schermele	
Home Phone # 406-899-7744	Cell# 406-899-7744
Mailing Address 3355 15th Ave S	City Great Falls ST M7 Zip 59405
Email schermele@msn.com	
Installer name	Installer phone & email 406-799-8405 , jeff@iversconstruction.com
Site Information	
Site Address_TBD Sapphire Lane, Great Falls	s, Montana Parcel Size (acres) 12
Town/City Great Falls / Cascade County	Zip Code 59405
(If new construction, the address will be issued following Sept	tic Permit Approval)
is the property located in an approved subdivision?	Yes - attach Certificate of Subdivision Approval (COSA) No Unknown
Name of Subdivision Foothills Ranch Commercial	Phase Lot/Tract 004 Block 001
Section 13 Township 20 Range 04	
Is the property located in the 100-year floodplain?  NOTE: drainfield MUST be at least 100 feet from the 10 the floodplain, please call CCHD for additional informati	O-year Floodplain. If you cannot meet this setback or don't know if you are in ion.
Is the proposed drainfield at least 100 feet from surface What is the water source for the property (e.g. well, cist If a well - what is the approximate depth in feet? 350	tern, spring, etc.)? well
urpose of Application – Mark all that apply in each	section
New construction Upgrade/Expansion (show existing system on Site Plan Replacement tank only Replacement drainfield only	commercial (complete commercial Section)
Describe reason for tank or drainfield replacement(s)	Public (Note: A public wastewater system serves
If applicable, Existing Permit(s) #	25 or more people, 60 days or more a year or has 15 or more service connections). These systems must be reviewed and approved by DEQ prior to issuance of county septic permit.  DEQ approval # 1/- 1695 100# 243



## bsc e

ENGINEERS - PLANNERS - DESIGNERS LAND SURVEYORS - ENVIRONMENTAL SPECIALIS

1505 14th ST SW P.O. BOX 3625 GREAT FALLS, MT 59403 (406)727-2185 OFFICE (406)727-3656 FAX www.bigskyce.com

PROFESSIONAL SEAL

## RECEIVE

00 25 2011

MT DEQ PUBLIC WAT SELEDIVISION BURE DATE: 8/1/11

OWNER:

RANCH DEVELOPMENT LLC

PROJECT NAME:

**FOOTHILLS RANCH** SUBDIVSION COMMERCIAL Sec 13+24 THON RYE

SHEET TITLE:

LOT LAYOUT

DRAWING INFORMATION: BSCE PROJECT NUMBER: 1011

OWNER FILE NUMBER:
CADD FILE NAME: 1011-LOT LAYOUT
ASSOCIATED PROJECTS:

OF 1





Residential Yes	No
# of Living Units* (*area under one roof that a	can be used for one residence with facilities for sleeping, cooking and sanitation)  # of people on the system
Commercial Yes No	
	(*Commercial unit is defined as the area under one roof that is occupied by housing two businesses is considered two commercial units.)
Describe the nature of each business to be served. B	e specific Small office space with one bathroom for employee use.
Will there be any floor drains? ☐ Yes ■ No If	Yes, contact the Health Department to discuss EPA requirements.
What quantity & type of wastewater will be generate	ed by the facility? Be specific & show calculations  (high-strength) Describe: Very minimal use - single bettprom for a continuous for a conti
trength of wastewater  Residential  Othe	r (high-strength) Describe: Very minimal use - single bathroom for a part time employee to utilize.
Othe	Describe: Very minimal use - single bathroom for a part time employee to utilize.
Maximum # of employees per day 1 (charstimated # of customers using the system per day 0	rged to 2 ger M. Zook 4-15-21 email)
Asximum # of employees per day 1  Characteristication & Authorization  Assimated # of customers using the system per day 0  Itestation, Certification & Authorization  Assigning below, I hereby attest that I am the legal of sport of this application is true, complete, and accomposition is found to be incorrect and/or any restriction is found to be incorrect and/or any restriction in the understand and agree that, if approved, the state of the sextended by the Health Department. I understate the Health Department. I certify that the wastewater is Subsurface Wastewater Treatment Systems and all the state will be located on my property as described.	owner of the property and that the information provided herein and attached in the urate to the best of my knowledge. I understand that if any of the application (e.g. sanitary restrictions, agricultural coventant, etc.), delinquent taxes of application perly resolved at the time the permit is issued, the permit can be invalidated. Septic Permit for the system proposed is valid for 180 days after the issue date and that a change in use or any modification may require review and approval by the treatment system will be installed according to the Cascade County Regulations of the state and local law, rules and regulations. I understand that Cascade County received the ways to the cascade County received the cascade
Asximum # of employees per day 1 Charles stimated # of customers using the system per day 0 ttestation, Certification & Authorization y signing below, I hereby attest that I am the legal of properties of this application is true, complete, and accommunity decay citations or liens have not been properties understand and agree that, if approved, the seless extended by the Health Department. I understate the Health Department. I certify that the wastewater Subsurface Wastewater Treatment Systems and all of the superior of t	owner of the property and that the information provided herein and attached in turate to the best of my knowledge. I understand that if any of the application perly resolved at the time the permit is issued, the permit can be invalidated. Septic Permit for the system proposed is valid for 180 days after the issue date and that a change in use or any modification may require review and approval by treatment system will be installed according to the Cascade County Regulations of the state and local law, rules and regulations. I understand that Cascade County received the ways to the cascade County received the cascade County



## CASCADE COUNTY PLANNING DEPARTMENT

SERVING CASCADE COUNTY, MONTANA

July 15, 2011

# Notice of Conditional Approval

Ranch Development, LLC 401 3<sup>rd</sup> Ave. N. Great Falls, MT 59401-2422

## Re: Foothills Ranch, Commercial

The Cascade County Board of Commissioners have approved your major subdivision with specific conditions pertaining to the development that will be generally located in the E1/2 SW1/4, S1/2 SE1/4 of Section 13 and the E1/2 NE1/4 of Section 24, Township 20 North, Range 4 East P.M.M. Cascade County, Montana. The property is legally described as Parcels #2625900 (Geo Code 3016 13 3 02 01 0000) and 2645600 (Geo Code 3016 24 1 01 01 0000)

## The conditions of approval are:

- 1. Having the developer's surveyor correct any errors or omissions on the preliminary plat.
- 2. Causing to be prepared certificates of title of the land in the subdivision to be recorded in conjunction with the final plat.
- Submitting with the plat a certificate of a title abstracter showing the names of the owners of record of the land and the names of lien holders or claimants of record against the land (MCA 76-3-612).
- 4. Causing to be recorded in conjunction with the major plat the covenants of the Major Plat that contain, at a minimum, a noxious weed control program, an erosion control program, a limit to livestock and pets, and that impose upon all landowners the exclusive responsibility to improve and maintain the public rights of way created by and indicated on the subdivision plat.
- Pursuant to 7-22-2152 M.C.A., submitting a written plan to the Cascade County Weed and Mosquito Board specifying the methods for weed management procedures with regards to this development.
- 6. Causing to be recorded in conjunction with the final plat homeowners' association documents with sufficient authority and procedural mechanisms to administer, enforce, and fund the perpetual maintenance and discretionary improvement of the public rights of way created by and indicated on the subdivision plat;
- Causing to be recorded on the plat a statement concerning limited public services;

121 4th Street N, Suite 2 H/I, Great Falls MT 59401, PH: 406-454-6905, Fax: 406-454-6919

- 8. Causing to be recorded on the plat an Agricultural Notification Statement;
- 9. Design, construction, inspection, and certification, by a licensed professional engineer, of al' internal private roads and cul-de-sacs to Cascade County Subdivision Road Specifications, as well as the purchase and installation of all required street signs and stop signs. All of the above items to be at the developer's expense and to be completed prior to the approval of the final plat;
- 10. The inclusion on the major plat of a statement provided by Cascade County certifying the status of the internal subdivision road; and
- 11. The homeowners association/owners of the commercial lots shall be responsible for the continual maintenance of the detention ponds;
- 12. Obtaining approval for the proposed water and sewage disposal systems from state and/or local health departments;
- 13. Cause to be filed with final plat a Declaration of Covenant that declares that all of the properties described shall be held, sold, and conveyed subject to the following covenant which shall run with the real property and be binding on all parties having any heirs, successors and assigns, and shall bind each owner thereof. The covenant may be revoked for any or all parcels within the subdivision by mutual consent of the owners of the parcels in question and the governing body of Cascade County.
- 14. Existing cistern to be properly maintained and equipped with the proper appurtenances for the Sand Coulee Volunteer Fire Department to use for fire fighting at all times. Providing for an easement for the existing the cistern to be granted to Cascade County as well as the developers install and the homeowners association maintain an accessible approach for access to the cistern at all times. Cisterns must be located in an approved location by the Cascade County Planning Department. The developer must obtain a letter from the Sand Coulee Volunteer Fire Chief stating that the appurtenances, cistern and easement meet the requirements of the Sand Coulee Volunteer Fire Department.
- 15. The homeowners association (Foothills Ranch, Commercial) shall be responsible for the continual maintenance of the fire equipment subject to adequate inspections by the Fire Chief of the Sand Coulee Volunteer Fire Department to insure the equipment is being properly maintained.
- 16. Developer must complete the Montana Department of Transportation SIAP (Systems Impact Action Process) satisfactorily to MDT and Cascade County.
- 17. Landscaping must be provided for buffering, screening, or prevention of soil erosion per section VI-H.b.v of the Cascade County Subdivision Regulations (September 2007).
- 18. Conform with Section "VI-Q Fire Protection subsection 3.2 On-Site Storage" of the Cascad County Subdivision Regulations (2007)" which states "These tanks must be located no further than 1,000 feet from any portion of a subdivision lot less than 20 acres in size."

If you have any questions, please feel free to contact me at 454-6905.

Sincerely,

Mark N. Donohue Planner Cascade County Planning Division 121 4<sup>th</sup> St N, Suite 2 H/I Great Falls, MT 59401 Phone: 454-6905

Fax: 454-6919

CC: Mark Leo, E.S., BSCE

## **Buildings for Lease or Rent Application Approval**

under authority of Title 76, Part 8, Montana Code Annotated

On April 12, 2022, the Cascade County Commissioners met and approved the application submitted by Keith Schermele for one (1) mini-storage building with 8 units, one (1) mini-storage building with 15 units, one (1) mini-storage building with 11 units, one (1) mini-storage building with 14 units, one (1) mini-storage building with 10 units, one (1) mini-storage building with 20 units, and one (1) mini-storage building with 15 units on Parcel # 2645640, Geocode 02-3016-13-4-01-07-0000, Lot 4, Block 1 of the Foothills Ranch Commercial Subdivision located in Section 13, Township 20 North, Range 04 East, P.M.M., Cascade County, MT. The Commissioners approved the application with the following conditions:

1. The Applicant must obtain any other required Federal, State or County permits and comply with the regulations associated with any other permits and approvals.

Dated this 12th day of April, 2022.

	BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY
	Joe Briggs, Chairman
	James L. Larson, Commissioner
	Don Ryan, Commissioner
	<u>Attest</u>
On this day of Apr County Board of Commission	ril, 2022, I hereby attest the above-written signatures of the Cascade oners.
	Rina Fontana Moore, Cascade County Clerk and Recorder
* APPROVED AS TO FORM: Josh Racki, County Attorney	
- C - A	

Deputy County Attorney

<sup>\*</sup> The County Attorney has provided advice and approval of the foregoing document language on behalf of the Board of Cascade County Commissioners, and not on behalf of other parties or entities. Review and approval of this document by the County Attorney was conducted solely from a legal perspective and for the exclusive benefit of Cascade County. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

## Buildings for Lease or Rent Application Approval under authority of Title 76, Part 8, Montana Code Annotated

On April 27, 2021, the Cascade County Commissioners met and approved the application submitted by Keith Schermele, for Ranch Development, LLC, for two (2) mini-storage buildings with 45 units each, one (1) mini-storage building with 30 units, and one (1) mini-storage building with 10 units located on Parcel # 2645640, Geocode 02-3016-13-4-01-07-0000, Lot 4, Block 1 of the Foothills Ranch Commercial Subdivision located in Section 13, Township 20 North, Range 04 East, P.M.M., Cascade County, MT. The Commissioners approved the application with the following conditions:

- The Applicant shall obtain any necessary addresses from the 911 addressing office.
- 2. The Applicant must obtain any other required Federal, State or County permits and comply with the regulations associated with any other permits and approvals.

Dated this 27th day of April, 2021.

BOARD OF COUNTY COMMISSIONERS
OF CASCADE COUNTY

Joe Briggs, Chairman

James L. Larson, Commissioner

Don Ryan, Commissioner

Attest

day of April, 2021, I hereby attest the above-written signatures of the Cascade County

Rina Fontana Moore, Cascade County Clerk and Recorder

\* APPROVED AS TO FORM: Josh Racki, County Attorney

Board of Commissioners.

Deputy County Attorney

\* The County Attorney has provided advice and approval of the foregoing document language on behalf of the Board of Cascade County Commissioners, and not on behalf of other parties or entities. Review and approval of this document by the County Attorney was conducted solely from a legal perspective and for the exclusive benefit of Cascade County. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

*\** 

### **Agenda Action Report**

Prepared for the

### **Cascade County Commission**

ITEM:

Buildings for Lease or Rent

PRESENTED BY:

Kevin Angland, Planner

#### **GENERAL INFORMATION**

APPLICANT:

Black Eagle Storage, LLC

5535 Teal Dr, Billings, MT 59106

PROPERTY LOCATION:

3100 Old Havre Highway, Black Eagle, MT 59414

Parcel #2607900

Tract A, in Section 36, Township 21 North, Range 03 East, P.M.M.

Cascade County, MT.

**EXISTING ZONING:** 

Commercial (C) District

REQUESTED ACTION:

Review of Buildings for Lease or Rent

**EXISTING LAND USE:** 

Storage Facility

SURROUNDING ZONE

E

North: Parcel # 2607100 C District/Commercial

AND USE:

Parcel # 1489925 City of Great Falls/Residential

Parcel # 1489926 City of Great Falls/Residential Parcel # 2607300 C District/Residential

AND USE

South: Parcel # 2607200 I-1 District/Residential

East: Parcel # 2607800 I-1 District/Commercial

Parcel # 2607700 I-1 District/Commercial

West: Parcel # 2608800 C District/Residential

#### **BACKGROUND INFORMATION**

The County adopted the Buildings for Lease or Rent (BLR) Regulation on November 12, 2013 by Resolution No. 13-93. The Applicant and property owner of record, Black Eagle, LLC requests approval to build three (3) storage building with 29-units per building. These buildings are not exempt under the Regulations, and require the approval from the Board of County Commissioners.

#### **FACTS**

1. The lots will be accessed from the existing approach from Old Havre Highway, internal access is provided by a two-way access road that currently exists.

- The proposed storage units will receive law enforcement services from the Cascade County Sheriff's Office and fire protection services from the Black Eagle Volunteer Fire Department.
- 3. The development will have three (3) storage buildings, housing 29 units each. No proposed buildings will require water and wastewater facilities.
- 4. The proposed storage buildings contain the following units and square-feet:
  - The storage buildings Nos. 1 through 3 will have 29-units per building. Each building is 4,800 square-feet.
- 5. Proposed buildings will meet the C District's setbacks from property lines: fifteen (15) feet from the front, ten (10) feet from the rear, and six (6) feet from the sides.
- 6. The building is not located in the Regulated Flood Hazard Area.

#### **FINDINGS**

- The proposed buildings for lease or rent, as submitted or conditioned, complies with the BLR Regulations and other regulations applicable to the property, and avoid or minimize potential significant impacts on the physical environment and human population in the area affected by the buildings for lease or rent.
- 2. No water, wastewater, and solid waste facilities are needed or will be utilized to serve the building for lease or rent.
- 3. There is adequate access to the site to serve the buildings for lease or rent.
- 4. There is adequate emergency medical, fire protection, and law enforcement services available to serve the building for lease or rent.
- 5. Floodplain Regulations are inapplicable.

#### CONCLUSION

This proposed storage structure meets the requirements of the Cascade County Zoning and BLR Regulations.

#### **RECOMMENDATIONS**

Two motions have been provided for the Board's consideration:

1. "I move the Cascade County Board of Commission, after consideration of the Staff Report, that the three (3) storage buildings with 29-units per building, located on Parcel# 2607900 with Geocode 02-3138-36-1-02-06-0000 be **denied**;

or

- 2. "I move the Cascade County Board of Commission adopt the Staff Report and approve that the three (3) storage buildings with 29-units per building, located on Parcel# 2607900 with Geocode 02-3138-36-1-02-06-0000 be subject to the following conditions:
  - 1. The applicant must obtain any other required Federal, State or County permits and/or approvals and comply with the regulations associated with any other permits and/or approvals.

#### Attachments:

- 1. Location Conformance Permit Application
- 2. Buildings for Lease or Rent Application
- 3. Vicinity & Zoning Map
- 4. Certificate of Survey #4325
- 5. Notice
- 6. Site Plan
- 7. Commissioner Approval

cc: Dan Bowman

Cascade County Attorney's Office

### **Buildings for Lease or Rent Application Approval**

under authority of Title 76, Part 8, Montana Code Annotated

On April 12, 2022, the Cascade County Commissioners met and approved the application submitted by Black Eagle Storage, LLC, for three (3) storage buildings, all of which will house 29 units each at Parcel #2607900 with Geocode 02-3138-36-1-02-06-0000, located in Section 36, Township 21 North, Range 03 East, P.M.M., Cascade County, MT. The Commissioners' approved the application with five conditions:

1. The Applicant must obtain any other required Federal, State or County permits and comply with the regulations associated with any other permits and approvals.

Dated this 12 <sup>th</sup> day of April, 2	2022.
	BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY
	Joe Briggs, Chairman
	James L. Larson, Commissioner
	Don Ryan, Commissioner
	Attest
On this day of Apri County Board of Commission	1, 2022, I hereby attest the above-written signatures of the Cascade ners.
	Rina Fontana Moore, Cascade County Clerk and Recorder
* APPROVED AS TO FORM: Josh Racki, County Attorney	
Deputy County Attorney	

<sup>\*</sup> The County Attorney has provided advice and approval of the foregoing document language on behalf of the Board of Cascade County Commissioners, and not on behalf of other parties or entities. Review and approval of this document by the County Attorney was conducted solely from a legal perspective and for the exclusive benefit of Cascade County. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

J



# Cascade County Location/Conformance Permit Application

Cascade County Planning Department 121 4" St N, Suite 2H/I Great Falls, MT 59401

Phone: 406-454-6905 | Fax: 406-454-6919 | www.cascadecountymt.gov

Permit No: 029 - 2022
App. No
Applied Date: 2/17/22

#### GENERAL INFORMATION:

A Location/Conformance (L/C) Permit is required: (1) for all changes of land use and commercial activities within Cascade County jurisdiction and (2) prior to the construction of all buildings and structures two-hundred (200) square feet or larger on all lands within Cascade County jurisdiction. L/C Permits are not required for "site preparation," as defined in the Cascade County Zoning Regulations (CCZR). L/C Permits are to be issued for one use and are required for each tract of land.

Applications that have been submitted and deemed incomplete, been withdrawn by the Applicant, or otherwise placed on hold by the Applicant shall expire after three (3) months from the date of receipt. After an Application has expired a new Application must be obtained and submitted. Furthermore, legally issued L/C Permits shall expire one year after the date of approval if construction or the use permitted has not started. A one-time-only twelve (12) month extension may be granted by the Zoning Administrator upon request.

L/C Permit Applications require a non-refundable application fee of fifty dollars (\$50.00) unless preparation work started prior to the issuance of an L/C Permit; post-work projects require a non-refundable Application fee of two hundred dollars (\$200.00).

#### PROJECT INFORMATION:

Project Address	3100	d) HA	R	Hen)	/	☐ Needs an Ad	ddress ditional \$25 fee)
Estimated Proje	ct Value (\$)	1		,		Trino io arrado	unional 323 lee)
PROPERTY DESCRIPTION	Legal Description	Section Part, Tract, E Subdivision		vnship 2	Range 31	COS/Plat No.	
Desci.ii rion	Parcel No. Total Parcel A	rea 1/2:	<b>-</b>	Geocode	00	38-36-1-	02.0600
APPLICANT	Name	0 37	1300		☐ Square Feet		
(Property Owner,	Address	162	36		er 00		
Contractor, Business	Phone No.	100	26 91	21-720	Car Du		
Representative, Engineer, etc. that is	Email	160:	ing.	52A V	Har com		
filling out this form)	Preferred Met	hod of Contact	an	1	1100		
PROPERTY	Name	3116	Kang,	e 0/0	Sane L	÷6	
OWNER	Address	3101	011	HAME	1-1002		
(if different from the Applicant)	Phone No.	406	621	7711	777		
APPLICATION	☐ Change of t	use	A	New build		☐ Alteration	
TYPE	Previous use						
	☐ Single-Fami	ly Residential	□ Mult	i-Family Resid	ential DP	Public/NGO	
USE TYPE	□ Duplex		☐ Mob	ile Home	□s	Sign	
	□ Commercial		□ Indu	strial	□R	legistered Premise	
	☐ Garage/Sho			e Occupation		Other:	
STRUCTURES	Total Existing S			145 400	Number of Existing		id
	Total Proposed			11700	Number of Propo	sed Structures	3
	Total Area of A				1700	T	
WATER/WASTE	Type of Waster	water Disposal	N	A		Will the proposed water/wastewater	d project be using
EIUITAGIE	Water Supply S	Source	1	2)		☐ Yes ☐ Yes	
AG COVENANT	Are there any	agricultural	covenants	on this prope	erty?	☐ Yes ☑No	

(Please explain what you plan to do)	
SUBMISSION CHECKLIST:	
Location/Conformance Permit Applications shall be submitted to the Cascade Count following checklist must be completed and signed by the Applicant before this Applicants and forms must be attached.	
☐ A site plan containing the following information:	
☐ A scale not less than one inch equals one-hundred feet (1" = 100').	
<ul> <li>Name and address of the Applicant.</li> </ul>	
Legal description and boundary lines of the property being considered for review.	
<ul> <li>Existing and proposed land use upon the site.</li> </ul>	
Names of owners and existing land use on adjacent property.      Location size, dimensions, and uses of existing and proposed buildings and improvements.	note.
<ul> <li>Location, size, dimensions, and uses of existing and proposed buildings and improvement</li> <li>Location and description of existing and proposed utilities.</li> </ul>	erits.
□ Location and dimensions of curb cuts and access points.	
<ul> <li>Location, size, dimensions, and the number of off-street parking spaces, including on-simprovements.</li> </ul>	site vehicular driveways and the elof surface
<ul> <li>Location and type of existing and proposed landscaping or buffering.</li> </ul>	
<ul> <li>Location, type, and height of existing and proposed fencing and screening.</li> <li>Location, type, and height of sight-obscuring improvement surrounding areas of str</li> </ul>	
<ul> <li>Location, type, and height of sight-obscuring improvement surrounding areas of stomachinery, and equipment.</li> </ul>	orage for raw materials, this hed products
☐ A copy of the Subsurface Wastewater Treatment System Permit Application (attached). This system, re-utilizing a pre-existing septic system, or increasing the capacity of a pre-existing	s is required for projects installing a septic
☐ A copy of the General Permit for Small Municipal Separate Storm Sewer Systems (MS4) Perfor projects that will disturb an acre or more of land.	
☐ A copy of the Floodplain Permit Application (attached). This is required if the project is in a	a regulated floodplain.
☐ A copy of the Approach Permit Application (attached). This is <b>required if</b> the proposed app	
ATTESTATION STATEMENT AND SIGNATURE:	
I hereby certify that the information given herein is true and correct to the best of my placed upon my property which would prohibit the issuance of this permit. If there are become null and void. I hereby grant permission to any Cascade County Zoning Office compliance with the County Zoning Regulations in relation to this application.	any restrictions, then this permit shall
Signature of Applicant:	Date: 2-16-72
Signature of Property Owner:	Date: 2-15-22

PROJECT DESCRIPTION:





# Buildings for Lease or Rent Application

CASCADE COUNTY PUATRING DEPARTMENT 121 4TH ST NO, STE 2H/I, GREAT FALLS MT 59401 PHONE: 406-454-6905 [Fax: 406-454-6919 EMAIL: PLANNINGCOMMENTS@CASCADECOUNTYMT.GOV [<u>WWW.cascadecountyml.gov</u>

Required \$400.00 Non-Refundable Application Fee

	OFFICE USE ONLY
Date Application Received.	Fee Payment. ☐ Check (#) ☐ Cash ☐ Electronic Payment
Application No.:	Type of Development.
Date of Final Approval.	Associated Applications/Approvals.
Phone 4/16-671-7701	Email Address: Sbowman 576 yalloo Com (ecn tell of City: Billings State: MT Zip: 59/16
Proposed Development: 5///	

#### 1. Application Requirements:

- A. A copy of the deed or other legal description of the real property.
- B. Evidence of the landowner's title and interest in the land for which the application is being made.
- C. A site plan showing:
  - North arrow and scale bar (minimum scale of 1:20);
  - Property boundaries;
  - iii. Existing and proposed onsite and adjacent offsite streets, roads, and easements that will serve the proposal,
  - Existing and proposed access to the subject property;
  - Pertinent geographic features of the subject property, including any significant topographical features and designated floodplain;
  - vi. Location of existing and proposed water, wastewater and solid waste facilities serving the subject property;
  - vii. The location of existing and proposed buildings or structures on the subject property.
- D. A detailed narrative of existing and proposed buildings and their location on the subject property, including the uses proposed for each and the approximate floor area and ground coverage of each building.
- E. A detailed narrative of the proposed water, wastewater, and solid waste disposal facilities intended to serve the buildings for lease or rent.
- F. A detailed narrative of the emergency medical, fire, and law enforcement services proposed to serve the buildings for lease or rent.
- G. A detailed narrative describing the existing and proposed access to and from the site, as well as the onsite circulation providing access to the existing and proposed buildings for lease or rent.
- H. A detailed narrative assessing the potential significant impacts on the surrounding physical environment or human population as a result of the proposed building for lease or rent, including a description of any proposed mitigation measures to avoid or minimize impacts anticipated.

Updated 7/29/2021 Page 1 of 2

	6. 3

#### 2. Review Process

- A. Upon receipt of an application along with all applicable fees, the administrator shall, within ten (10) working days, determine whether the application is complete and notify the applicant in writing.
- B. If the application is incomplete, the administrator shall identify, in writing, any missing materials or insufficient information necessary to conduct the required review.
- C. If the application is complete, the administrator shall complete review of the application and the governing body shall approve, conditionally approve, or deny the application within sixty (60) working days. The timeframe may be extended upon mutual agreement, in writing, by the applicant and the governing body. Review and approval, conditional approval, or denial of an application for the creation of buildings for lease or rent pursuant to this section must be based upon the regulations in effect at the time an application is determined to be complete.
- D. The governing body shall provide written notification to the landowner of the approval, conditional approval, or denial of the application within 60 working days after determining the application was complete.

ATTEST: I hereby certify that the information given herein is true and correct to the best of my knowledge. There are no restrictions placed upon my property which would prohibit the issuance of this permit. If there are any restrictions, then this permit shall become null and void. I hereby grant permission to any Cascade County Official to enter my property to inspect for compliance with the County Zoning Regulations in relation to this application.

Applicant Signature:	Date: 2 -16 -22
Rimb 1	2-16-22
Property Owner Signature:	Date: 2-16-22

THE APPLICATION MUST BE SIGNED BY THE OWNER OF THE LAND PROPOSED FOR LEASE OR RENT.

- A. To be sent separately
- B. Land owner is also the owner of the Black eagle storage Ilc.
- C. Site plan sent separately
- D. Black eagle storage currently consists of 10 buildings at 45,400 sqft. They are all dry non-conditioned storage units. We are proposing 3 additional buildings that are 4800 sqft each for an additional 14400 sqft
- E. These are dry storage units so there won't be the need for water or solid waste.
- F. There would be no change to any emergency services
- G. The access to and from the site will not change with the new buildings
- H. N/A

 From:
 <u>d bowman</u>

 To:
 Angland, Kevin M.

Subject: 20110504-Articles of Organization - Black Eagle Storage, LLC.PDF

Date: Monday, March 21, 2022 12:52:29 PM

Attachments: 20110504-Articles of Organization - Black Eagle Storage, LLC.PDF

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

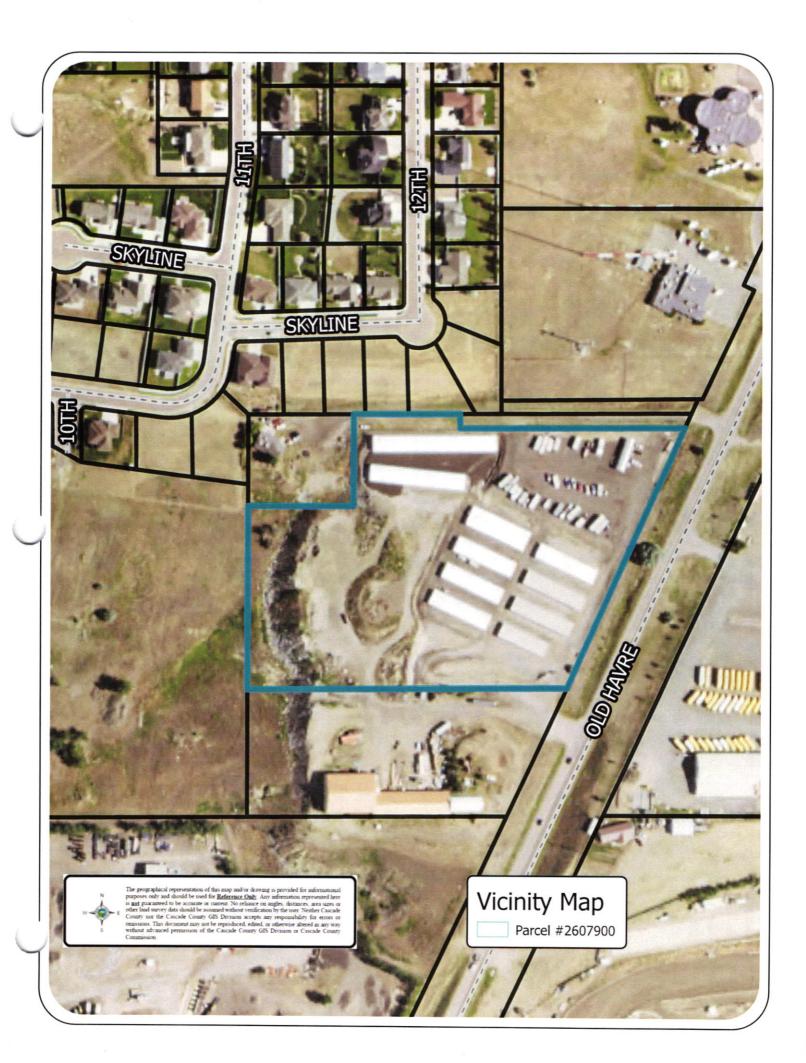
Each building will consist of 29 individual storage units

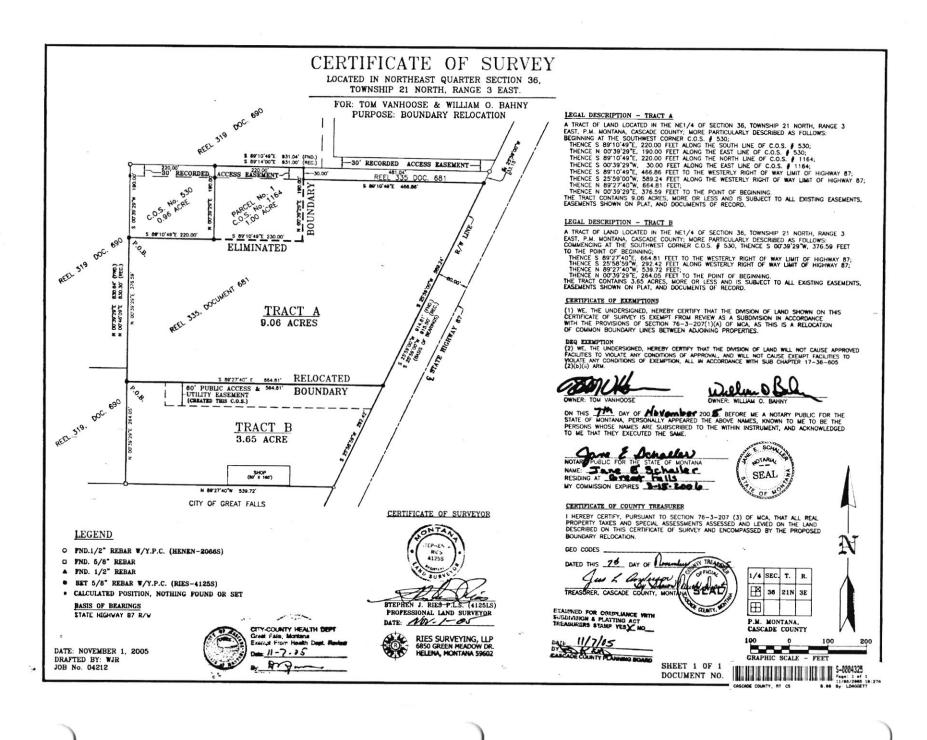
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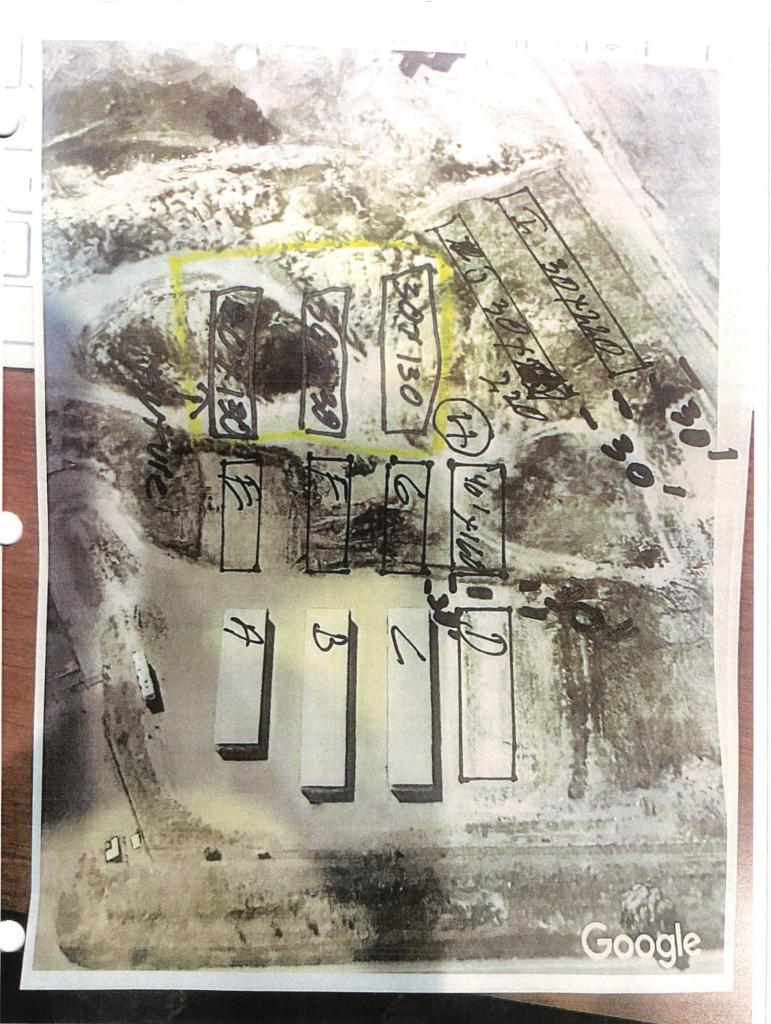
#### **Notice of Public Meeting**

NOTICE IS HEREBY given that the Cascade County Board of Commissioners will hold a public meeting on April 12, 2022, at 9:30am in Room 105 of the Courthouse Annex located at 325 2<sup>nd</sup> Ave N, Great Falls, MT 59401, and via Zoom (an online platform). The Board will meet to consider a Buildings for Lease or Rent Application submitted by Black Eagle Storage, LLC to place three (3) storage buildings with 29-units per building. The property is described as Parcel# 2607900 with Geocode 02-3138-36-1-02-06-0000 Tract A, in Section 36, Township 21 North, Ranch 03 East, P.M.M. Cascade County, MT.

Materials are available for inspection at the Cascade County Planning Department, at 121 4th St N, Suite 2 H/I, Great Falls, MT 59401. Written public comment may be submitted to the Cascade County Planning Department by mail, emailed to <a href="mailto:planningcomments@cascadecountymt.gov">planningcomments@cascadecountymt.gov</a>, or during the public hearing. Information for connecting via Zoom can be found on the calendar at <a href="https://www.cascadecountymt.gov">www.cascadecountymt.gov</a>. Individuals needing special accommodation to participate should contact the Planning Department at (406) 454-6905 prior to the meeting to allow adequate time for special arrangements.

CASCADE COUNTY PLANNING DEPARTMENT /s/Kevin Angland, Planner Publication Date: Sunday, April 3, 2022

	( )
	6. 1



### **Agenda Action Report**

prepared for the

### **Cascade County Commission**

ITEM:

Budget Appropriation for unanticipated

revenues under Contract 19-139 Older

**Americans Act Programming** 

**ACTION REQUESTED:** 

**Approval Resolution #22-23** 

PRESENTED BY:

Kim Thiel-Schaaf, Aging Services Director

#### **SYNOPSIS:**

The Area VIII Agency on Aging received a bequest from Wilbert Graf's stock fund (Resolution 21-17) which was ultimately valued at \$108,890.01 and transferred to the County in March 2022. In order to account for those funds the Accounting Division has asked that we bring the funds into the Meals on Wheels Account as the donor requested, this request increases the donation budget line item in the Meals on Wheels fund 2983-386 to account for the unanticipated revenues. Further, it is the desire of the Aging Department Head that these funds then be transferred to the Aging Capital Improvement Fund 4025 in order to hold them for future equipment acquisition as part of a remodel of the kitchen rather than use them for day-to-day operations. To achieve this, Resolution 22-23 further increases the revenue line in Fund 4025 and creates the transfer line needed to move the funds into the capital reserves.

#### **RECOMMENDATION:**

Staff recommends that the Commission approve Resolution 22-23 Budget Appropriation Aging Services to allow appropriate accounting of Mr. Wilbert Graf's generous bequest to Meals on Wheels.

#### TWO MOTIONS PROVIDED FOR CONSIDERATION:

**MOTION TO APPROVE:** Mr. Chair, I move that the Commissioners **APPROVE** Resolution #22-23 Budget Appropriation to account for the bequest from Mr. Wilbert Graf (Ref Resolution 22-17).

**MOTION TO DISAPPROVE:** Mr. Chair, I move that the Commissioners **DISAPPROVE** Resolution #22-23 Resolution #22-23 Budget Appropriation to account for the bequest from Mr. Wilbert Graf (Ref Resolution 22-17).

## BEFORE THE BOARD OF COUNTY COMMISSIONERS CASCADE COUNTY, MONTANA

IN THE MATTER OF BUDGET APPROPRIATIONS WITHIN CASCADE COUNTY AGING SERVICES INCREASES TO SENIOR NUTRITION FUND 2983 AND AGING CAPITAL RESERVE FUND 4025

**RESOLUTION 22-23** 

- WHEREAS, Cascade County adopted the budgets for the Aging Services department which includes Senior Nutrition Fund #2983 and the Aging Capital Reserve Fund #4025 via Resolution 21-48 on September 7, 2021; and
- WHEREAS, Cascade County Aging Services Meals on Wheels program received a bequest from Wilbert Graf accepted by the Commission on December 14, 2021 via Resolution 21-77 in the amount of \$108,890.01 which was unanticipated revenue; and
- WHEREAS, a budget amendment is necessary to recognize the donation revenue in Senior Nutrition Fund 2983 offset in the same fund by an increase in expenditure to then transfer out to the Aging Capital Reserve Fund 4025 in the amount of \$108,890, thereby increasing the transfer in revenue budget; and
- WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2021, the Board of County Commissioners has the power to appropriate funds within the budget; and
- **NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Board of County Commissioners of Cascade County the appropriation adjustments are to be made as detailed in Attachment A;

Dated this 12th Day of April, 2022.

	BOARD OF COUNTY COMMISSIONERS CASCADE COUNTY, MONTANA
	JOE BRIGGS, CHAIRMAN
	JAMES L. LARSON, COMMISSIONER
	DON RYAN, COMMISSIONER
ATTEST:	
CLERK & RECORDER/AUDITOR mke	

#### REQUEST FOR BUDGET APPROPRIATION

Date:

3/15/2022

To:

Cascade County Board of Commissioners

Attachment A

Program Name:

Delivered Meal Program

CFDA#

Resolution # 21-77

Responsible Department:

Aging Sevices

Prepared by:

Kim Hulten

Please approve the following budget changes:

Expenses	<u>Fund</u>	Dept	Function	Account	Budgeted Amount	Increase (Decrease)	Amended Budget
Acct #	2983	- 386 	- L1083	- 800.821 	5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	\$ 108,890 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$ 108,890 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -
Revenues					\$ -	108,890	108,890
Acct #	4025 2983	- <u>0.00</u> - <u>386</u>	. <del>.</del> .	- <u>38.3000</u> - <u>36.5000</u>	\$ 125,000 \$ 125,000.00	\$ 108,890 \$ 108,890 \$ 217,780	\$ 108,890 \$ 233,890 \$ 342,780.00

Explanation of budget changes:

This appropriation is requested to recognize the donation revenue for MOW and to transfer donation for Delivered Meal Program to capital reserves. Resolution 21-77

Changes authorized by:

Department Head Signature or Elected Official Signature

Date

Budget Officer

7

Kim Thiel-Schaaf

Print Name



		Adopted	Budget	Amended	Current Month	YTD	YTD	Budget - YTD	% Used/	
Account	Account Description	Budget	Amendments	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
Fund 2983 -	Senior Nutrition -Aging						Transactions	110113000013	Nec u	Filor real rotal
REVENUE										
Departm	ent 268 - Congregate Meals - Aging									
33										
33.1163	Fed Title 3C Nutrition-Aging	128,277.00	8,005.00	136,282.00	10,645.32	.00	103,172.48	33,109.52	76	124,886.00
33.1990	COVID-19 Federal Sources	.00	79,879.00	79,879.00	8,876.00	.00	53,256.00	26,623.00	67	.00
33.4000	State Grants	11,913.00	.00	11,913.00	992.82	.00	8,935.35	2,977.65	75	24,066.00
	<b>33 -</b> Totals	\$140,190.00	\$87,884.00	\$228,074.00	\$20,514.14	\$0.00	\$165,363.83	\$62,710.17	73%	\$148,952.00
36					,, ·	40.00	4103,303.03	\$02,710.17	7370	\$140,932.00
36.5000	Donations	.00	.00	.00	408.00	.00	7,196.00	(7,196.00)	+++	4,157.00
	<b>36 -</b> Totals	\$0.00	\$0.00	\$0.00	\$408.00	\$0.00	\$7,196.00	(\$7,196.00)	+++	\$4,157.00
38			•		***************************************	40.00	47,130.00	(\$7,190.00)	***	\$4,137.00
38.3070	Trfr fr Sr.Citizens Match	14,762.00	.00	14,762.00	.00	.00	7,381.00	7,381.00	50	2,500.00
	<b>38 -</b> Totals	\$14,762.00	\$0.00	\$14,762.00	\$0.00	\$0.00	\$7,381.00	\$7,381.00	50%	\$2,500.00
	Department 268 - Congregate Meals - Aging Totals	\$154,952.00	\$87,884.00	\$242,836.00	\$20,922.14	\$0.00	\$179,940.83	\$62,895.17	74%	\$155,609.00
Departme	ent 386 - Delivered Meals		,,	,,	420/322121	40.00	4173,510.03	\$02,093.17	7470	\$155,009.00
33										
33.1000	Federal Grants	46,828.00	.00	46,828.00	.00	.00	46,828.00	.00	100	.00
33.1145	Medicaid Payment	25,000.00	.00	25,000.00	1,854.70	.00	12,188.54	12,811.46	49	22,637.68
33.1163	Fed Title 3C Nutrition-Aging	76,675.00	(12,437.00)	64,238.00	6,390.00	.00	46,316.70	17,921.30	72	93,360.00
33.1166	NSIP-Aging	65,000.00	.00	65,000.00	7,032.00	.00	71,397.00	(6,397.00)	110	93,360.00 81,328.00
33.1990	COVID-19 Federal Sources	.00	159,561.00	159,561.00	17,729.00	.00	106,374.00	53,187.00	67	155,931.00
33.4000	State Grants	118,609.00	.00	118,609.00	9,884.14	.00	88,957.26	29,651.74	75	118,489.00
	33 - Totals	\$332,112.00	\$147,124.00	\$479,236.00	\$42,889.84	\$0.00	\$372,061.50	\$107,174.50	78%	\$471,745.68
36			,,	4 2/233.00	4 12/003101	\$0.00	\$372,001.30	\$107,174.50	7070	\$471,745.00
36.5000	Donations	125,000.00	.00	125,000.00	119,712.91	.00	209,105.15	(84,105.15)	167	120,452.77
36.5020	Misc. Senior Programs	20,000.00	.00	20,000.00	1,291.67	.00	20,498.90	(498.90)	102	33,132.00
	<b>36 -</b> Totals	\$145,000.00	\$0.00	\$145,000.00	\$121,004.58	\$0.00	\$229,604.05	(\$84,604.05)	158%	\$153,584.77
38			*****	42.0,000.00	4121,00 1130	φ0.00	\$229,004.03	(\$64,004.03)	13070	\$153,564.77
38.2010	Proceeds from Disposal of General Fixed Asset	.00	.00	.00	.00	.00	.00	.00	+++	25.00
38.3070	Trfr fr Sr.Citizens Match	81,858.00	.00	81,858.00	.00	.00	40,929.00	40,929.00	50	37,175.00
	38 - Totals	\$81,858.00	\$0.00	\$81,858.00	\$0.00	\$0.00	\$40,929.00	\$40,929.00	50%	\$37,200.00
	Department 386 - Delivered Meals Totals	\$558,970.00	\$147,124.00	\$706,094.00	\$163,894.42	\$0.00	\$642,594.55	\$63,499.45	91%	\$662,530.45
	REVENUE TOTALS	\$713,922.00	\$235,008.00	\$948,930.00	\$184,816.56	\$0.00	\$822,535.38	\$126,394.62	87%	\$818,139.45
EXPENSE			4-0-7-00000	42.07330.00	4101,010.50	\$0.00	\$022,333.30	\$120,394.02	0770	\$010,139.45
Departme	3 -3 1 1									
	on E0300 - Aging Services - Federal Funds									
100										
100.110	Salaries & Wages	52,740.00	.00	52,740.00	1,652.65	.00	29,834.13	22,905.87	57	35,826.44
100.120	Overtime	.00	.00	.00	.00	.00	4.75	(4.75)	+++	.00
100.140	Employer Contributions	30,846.00	.00	30,846.00	1,153.41	.00	18,854.84	11,991.16	61	22,654.17
					_,		,00 110 1	,-,-		22,037.17



# Budget Performance Report Fiscal Year to Date 03/30/22

Include Rollup Account and Rollup to Object

			Adopted	Budget	Amended	Current Month	YTD	YTD	Budget - YTD	O/ Head/	
Account	Account Description		Budget	Amendments	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Tota
Fund 2983	- Senior Nutrition -Aging							Transactions	Transacaons	NCC U	Filor real rota
<b>EXPENSE</b>											
Depart	ment 268 - Congregate Meals - Aging										
Fun	ction E0300 - Aging Services - Federal Fund	ds									
100											
100.145	<b>Employer Contributions- Grants</b>		.00	5,000.00	5,000.00	.00	.00	.00	5,000.00	0	.00
100.150	Salaries & Wages, Grants		.00	10,000.00	10,000.00	.00	.00	.00	10,000.00	0	.00
	10	00 - Totals	\$83,586.00	\$15,000.00	\$98,586.00	\$2,806.06	\$0.00	\$48,693.72	\$49,892.28	49%	\$58,480.61
200									4 .5/55.1125	.5.0	450,100.01
200.205	COVID-19 Supplies		.00	64,879.00	64,879.00	.00	.00	.00	64,879.00	0	.00
200.222	Food		10,493.00	8,005.00	18,498.00	.00	.00	44.13	18,453.87	0	.00
	20	00 - Totals	\$10,493.00	\$72,884.00	\$83,377.00	\$0.00	\$0.00	\$44.13	\$83,332.87	0%	\$0.00
300							********	•	,,		40.00
300.350	Professional Services		35,460.00	.00	35,460.00	1,700.00	.00	15,300.00	20,160.00	43	31,180.00
	30	00 - Totals	\$35,460.00	\$0.00	\$35,460.00	\$1,700.00	\$0.00	\$15,300.00	\$20,160.00	43%	\$31,180.00
FL	unction E0300 - Aging Services - Federal Fu	inds Totals	\$129,539.00	\$87,884.00	\$217,423.00	\$4,506.06	\$0.00	\$64,037.85	\$153,385.15	29%	\$89,660.61
Fun	ction E0303 - Aging Services - State Funds					1.5 c. * 1.5 c.	© ₹ 140000000		,,		400,000.01
100											
100.110	Salaries & Wages		.00	.00	.00	.00	.00	.00	.00	+++	11,975.00
100.140	Employer Contributions		.00	.00	.00	.00	.00	.00	.00	+++	6,925.00
	10	00 - Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$18,900.00
200						*	1 12 5	,	*	6. 5.05	420/500.00
200.220	Operating Supplies		4,568.00	.00	4,568.00	196.77	132.54	1,843.87	2,591.59	43	.00
200.222	Food		2,354.00	.00	2,354.00	.00	.00	2,354.00	.00	100	3,334.11
	20	00 - Totals	\$6,922.00	\$0.00	\$6,922.00	\$196.77	\$132.54	\$4,197.87	\$2,591.59	63%	\$3,334.11
300								, ,			45/55
300.370	Travel		1,000.00	.00	1,000.00	.00	.00	342.18	657.82	34	339.00
300.374	Mileage County Vehicles		2,500.00	.00	2,500.00	.00	.00	1,378.00	1,122.00	55	.00
	30	00 - Totals	\$3,500.00	\$0.00	\$3,500.00	\$0.00	\$0.00	\$1,720.18	\$1,779.82	49%	\$339.00
500											*******
500.510	Insurance		1,491.00	.00	1,491.00	.00	.00	1,491.00	.00	100	1,491.00
	50	00 - Totals	\$1,491.00	\$0.00	\$1,491.00	\$0.00	\$0.00	\$1,491.00	\$0.00	100%	\$1,491.00
	Function E0303 - Aging Services - State Fu	nds Totals	\$11,913.00	\$0.00	\$11,913.00	\$196.77	\$132.54	\$7,409.05	\$4,371.41	63%	\$24,064.11
Fun	oction E0398 - Required Match										1-7
100			1,912.00	.00	1,912.00	73.24	.00	1,316.48	595.52	69	1,135.89
100 100.110	Salaries & Wages		1,912.00					****			
	Salaries & Wages Employer Contributions		731.00	.00	731.00	30.57	.00	519.75	211.25	71	445.89
100.110	Employer Contributions	00 - Totals			731.00 \$2,643.00	30.57 \$103.81	.00 \$0.00	\$1,836.23	\$806.77	69%	\$1,581.78
100.110 100.140 <b>200</b>	Employer Contributions	00 - Totals	731.00	.00							
100.110 100.140	Employer Contributions	<b>00 -</b> Totals	731.00	.00							



		Adopted	Budget	Amended	Current Month	VCED	1.000			
Account	Account Description	Budget	Amendments	Budget	Current Month Transactions	YTD Encumbrances	YTD	Budget - YTD		
Fund 2983	3 - Senior Nutrition -Aging		THICK STREET	budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Tota
EXPENSE										
Depar	tment 268 - Congregate Meals - Aging									
Fun	action E0398 - Required Match									
	<b>200 -</b> Totals	\$12,153.00	\$0.00	\$12,153.00	\$0.00	\$0.00	\$2,046.52	\$10,106.48	170/	41 700 20
	Function E0398 - Required Match Totals	\$14,796.00	\$0.00	\$14,796.00	\$103.81	\$0.00	\$3,882.75	\$10,100.48	17% 26%	\$1,790.38
	ction E0399 - Excess Carryover			4-7	4100.01	40.00	\$3,002.73	\$10,913.23	20%	\$3,372.16
100										
100.130	Termination Pay	5,500.00	.00	5,500.00	.00	.00	.00	5,500.00	0	.00
	<b>100 -</b> Totals	\$5,500.00	\$0.00	\$5,500.00	\$0.00	\$0.00	\$0.00	\$5,500.00	0%	\$0.00
200				***********	*****	40.00	40.00	ψ3,300.00	0 70	\$0.00
200.205	COVID-19 Supplies	.00	.00	.00	.00	.00	.00	.00	+++	5,654.00
200.220	Operating Supplies	20,000.00	.00	20,000.00	.00	.00	.00	20,000.00	0	35,852.56
200.222	Food	28,904.00	.00	28,904.00	666.02	784.64	1,745.55	26,373.81	9	.00
	<b>200 -</b> Totals	\$48,904.00	\$0.00	\$48,904.00	\$666.02	\$784.64	\$1,745.55	\$46,373.81	5%	\$41,506.56
	Function E0399 - Excess Carryover Totals	\$54,404.00	\$0.00	\$54,404.00	\$666.02	\$784.64	\$1,745.55	\$51,873.81	5%	\$41,506.56
_	Department 268 - Congregate Meals - Aging Totals	\$210,652.00	\$87,884.00	\$298,536.00	\$5,472.66	\$917.18	\$77,075.20	\$220,543.62	26%	\$158,603.44
	ment 386 - Delivered Meals						***************************************	,,		4230,003.11
Fund	ction E0300 - Aging Services - Federal Funds									
100										
100.110	Salaries & Wages	.00	.00	.00	.00	.00	.00	.00	+++	44,702.60
100.140	Employer Contributions	.00	.00	.00	.00	.00	.00	.00	+++	17,412.19
100.145	Employer Contributions- Grants	.00	15,000.00	15,000.00	.00	.00	.00	15,000.00	0	18,445.00
100.150	Salaries & Wages, Grants	.00	30,000.00	30,000.00	.00	.00	.00	30,000.00	0	30,986.00
200	<b>100 -</b> Totals	\$0.00	\$45,000.00	\$45,000.00	\$0.00	\$0.00	\$0.00	\$45,000.00	0%	\$111,545.79
<b>200</b> 200.205	00/45 10 0							101 Marie 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		,, -
200.205	COVID-19 Supplies	.00	79,561.00	79,561.00	.00	.00	.00	79,561.00	0	69,950.00
200.220	Operating Supplies	13,727.00	.00	13,727.00	1,103.93	653.49	10,696.28	2,377.23	83	(1,155.06)
200.222	Food	173,000.00	(12,437.00)	160,563.00	17,933.01	5,600.53	144,152.53	10,809.94	93	15,105.09
300	<b>200 -</b> Totals	\$186,727.00	\$67,124.00	\$253,851.00	\$19,036.94	\$6,254.02	\$154,848.81	\$92,748.17	63%	\$83,900.03
300.305	COVID 10 Comban									
300.374	COVID-19 Services	.00	35,000.00	35,000.00	.00	.00	.00	35,000.00	0	36,500.00
300.57 1	Mileage County Vehicles	7,000.00	.00	7,000.00	.00	.00	7,000.00	.00	100	.00
900	<b>300 -</b> Totals	\$7,000.00	\$35,000.00	\$42,000.00	\$0.00	\$0.00	\$7,000.00	\$35,000.00	17%	\$36,500.00
900.940	Machinery & Equipment		a almost a							
500.510	100 Cock topica the 100 passing 1000 € Cock topicate	19,776.00	.00	19,776.00	.00	.00	.00	19,776.00	0	.00
Fur	nction E0300 - Aging Services - Federal Funds Totals	\$19,776.00	\$0.00	\$19,776.00	\$0.00	\$0.00	\$0.00	\$19,776.00	0%	\$0.00
Func	tion E0303 - Aging Services - State Funds	\$213,503.00	\$147,124.00	\$360,627.00	\$19,036.94	\$6,254.02	\$161,848.81	\$192,524.17	47%	\$231,945.82
100	Aging Oct vices - State Funds									
100.110	Salaries & Wages	91 652 00	00	01 (52 62	2.025.12					
		81,652.00	.00	81,652.00	3,025.19	.00	53,751.14	27,900.86	66	.00



-227			Adopted	Budget	Amended	Current Month	YTD	YTD	Budget - YTD	9/ Head/	
Account	Account Description		Budget	Amendments	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year To
und 2983	- Senior Nutrition -Aging								Transactions	11000	riioi reai ri
EXPENSE											
Depart	ment 386 - Delivered Meals										
Fun	ction E0303 - Aging Services - State Fu	inds									
100											
100.140	Employer Contributions		38,343.00	.00	38,343.00	1,507.31	.00	24,977.53	13,365.47	65	
		100 - Totals	\$119,995.00	\$0.00	\$119,995.00	\$4,532.50	\$0.00	\$78,728.67	\$41,266.33	66%	\$0.
200						4 ./	40.00	4,0,,20.0,	\$ 11,200.55	0070	<b>\$</b> 0.
200.222	Food		.00	.00	.00	.00	.00	.00	.00	+++	118,348.
		200 - Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$118,348.
	Function E0303 - Aging Services - State	e Funds Totals	\$119,995.00	\$0.00	\$119,995.00	\$4,532.50	\$0.00	\$78,728.67	\$41,266.33	66%	\$118,348.
Fun	iction E0398 - Required Match						,	4,0,,20,0,	412,200.55	0070	\$110,540.
100											
100.110	Salaries & Wages		109,381.00	.00	109,381.00	3,525.19	.00	65,580.63	43,800.37	60	74,408.
100.120	Overtime		.00	.00	.00	.00	.00	4.75	(4.75)	+++	, 1, 100.
100.140	Employer Contributions		46,849.00	.00	46,849.00	1,727.52	.00	29,099.79	17,749.21	62	34,022.
		100 - Totals	\$156,230.00	\$0.00	\$156,230.00	\$5,252.71	\$0.00	\$94,685.17	\$61,544.83	61%	\$108,430.
200								, ,	400/01.1100	02.0	4100,130.
200.210	Office Supplies		500.00	.00	500.00	.00	.00	.00	500.00	0	52.
200.220	Operating Supplies		600.00	.00	600.00	.00	.00	.00	600.00	0	
		200 - Totals	\$1,100.00	\$0.00	\$1,100.00	\$0.00	\$0.00	\$0.00	\$1,100.00	0%	\$52.
300						,		4-1	4-7		452.
300.311	Postage		100.00	.00	100.00	.00	.00	31.11	68.89	31	42.
300.320	Printing & Typing		1,000.00	.00	1,000.00	48.32	.00	501.36	498.64	50	559.
300.330	Publicity, Subscrip.&Dues		750.00	.00	750.00	.00	.00	115.00	635.00	15	565.
300.341	Electric		5,066.00	.00	5,066.00	810.61	.00	3,970.84	1,095.16	78	4,916.
300.342	Water & Sewer		1,342.00	.00	1,342.00	87.90	.00	912.36	429.64	68	1,249.
300.343	Telephone		2,000.00	.00	2,000.00	179.96	.00	1,584.64	415.36	79	1,938.
300.344	Heating Fuel		2,692.00	.00	2,692.00	192.15	.00	1,376.31	1,315.69	51	2,724.
300.345	Sanitation		1,500.00	.00	1,500.00	98.90	.00	847.10	652.90	56	1,020.
300.360	Repair & Maint. Services		6,000.00	.00	6,000.00	162.00	900.00	751.41	4,348.59	28	1,154.
300.374	Mileage County Vehicles		33,000.00	.00	33,000.00	.00	.00	16,343.00	16,657.00	50	63.
		300 - Totals	\$53,450.00	\$0.00	\$53,450.00	\$1,579.84	\$900.00	\$26,433.13	\$26,116.87	51%	\$14,233.
500						26 82	the control of	#1000#10000000000			
500.510	Insurance		1,491.00	.00	1,491.00	.00	.00	1,491.00	.00	100	1,490.
500.530	Rental		14,940.00	.00	14,940.00	1,075.00	.00	9,675.00	5,265.00	65	12,900.0
		<b>500 -</b> Totals	\$16,431.00	\$0.00	\$16,431.00	\$1,075.00	\$0.00	\$11,166.00	\$5,265.00	68%	\$14,390.0
	Function E0398 - Required	d Match Totals	\$227,211.00	\$0.00	\$227,211.00	\$7,907.55	\$900.00	\$132,284.30	\$94,026.70	59%	\$137,106.
Fun	nction E0399 - Excess Carryover										
100											
100.130	Termination Pay		15,000.00	.00	15,000.00	.00	.00	436.47	14,563.53	3	657.



Assount		Adopted	Budget	Amended	Current Month	YTD	YTD	Budget - YTD	% Used/	
Account	Account Description	Budget	Amendments	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
EXPENSE	- Senior Nutrition -Aging									
	ment 386 - Delivered Meals									
	ction E0399 - Excess Carryover									
100										
100.145	Employer Contributions- Grants	15,000.00	.00	15,000.00	.00	.00	.00	15,000.00	0	.00
100.150	Salaries & Wages, Grants	21,000.00	.00	21,000.00	.00	.00	.00	21,000.00	0	.00
200	<b>100 -</b> Totals	\$51,000.00	\$0.00	\$51,000.00	\$0.00	\$0.00	\$436.47	\$50,563.53	1%	\$657.18
200.210	Office Supplies									
200.220	Operating Supplies	.00	.00	.00	.00	.00	.00	.00	+++	57.61
200.222	Food	44,650.00	.00	44,650.00	.00	.00	34,454.35	10,195.65	77	.00
200.222		25,132.00	.00	25,132.00	.00	.00	.00	25,132.00	0	.00
300	<b>200 -</b> Totals	\$69,782.00	\$0.00	\$69,782.00	\$0.00	\$0.00	\$34,454.35	\$35,327.65	49%	\$57.61
300.360	Repair & Maint. Services	.00	.00	.00	.00	.00	.00	.00	+++	3,111.74
500	<b>300 -</b> Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$3,111.74
100000000000000000000000000000000000000										
500.510	Insurance	350.00	.00	350.00	.00	.00	349.89	.11	100	843.00
	<b>500 -</b> Totals	\$350.00	\$0.00	\$350.00	\$0.00	\$0.00	\$349.89	\$0.11	100%	\$843.00
	Function E0399 - Excess Carryover Totals	\$121,132.00	\$0.00	\$121,132.00	\$0.00	\$0.00	\$35,240.71	\$85,891.29	29%	\$4,669.53
	Department 386 - Delivered Meals Totals	\$681,841.00	\$147,124.00	\$828,965.00	\$31,476.99	\$7,154.02	\$408,102.49	\$413,708.49	50%	\$492,070.53
	EXPENSE TOTALS	\$892,493.00	\$235,008.00	\$1,127,501.00	\$36,949.65	\$8,071.20	\$485,177.69	\$634,252.11	44%	\$650,673.97
	Fund 2983 - Senior Nutrition - Aging Totals									
	REVENUE TOTALS	713,922.00	235,008.00	948,930.00	184,816.56	.00	822,535.38	126,394.62	87%	818,139.45
	EXPENSE TOTALS	892,493.00	235,008.00	1,127,501.00	36,949.65	8,071.20	485,177.69	634,252.11	44%	650,673.97
	Fund 2983 - Senior Nutrition -Aging Totals	(\$178,571.00)	\$0.00	(\$178,571.00)	\$147,866.91	(\$8,071.20)	\$337,357.69	(\$507,857.49)	4470	\$167,465.48
Fund 4025 - REVENUE	- Aging Capital Reserve			(4===,====,	41.17,000.01	(40,071,20)	4557,557.05	(\$307,037.43)		\$107,403.46
	nent 000 - Revenue									
<b>37</b>	ent 000 - Revente									
37.1010	Interest Earnings	2,000.00	.00	2,000.00	.00	.00	758.06	1,241.94	38	1,874.09
with care	37 - Totals	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$758.06	\$1,241.94	38%	\$1,874.09
38					**************************************	4.0000	1	4-/	50,0	42,071.03
38.3000	Interfund Oper. Transfer	.00	.00	.00	.00	.00	.00	.00	+++	26,990.02
	38 - Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$26,990.02
	Department 000 - Revenue Totals	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$758.06	\$1,241.94	38%	\$28,864.11
	REVENUE TOTALS	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$758.06	\$1,241.94	38%	\$28,864.11



# Budget Performance Report Fiscal Year to Date 03/30/22

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 4025	- Aging Capital Reserve									1000
EXPENSE										
Departr	ment 343 - Aging Capital Reserve									
Fund	ction E0399 - Excess Carryover									
900										
900.920	Buildings	810,000.00	.00	810,000.00	.00	.00	.00	810,000.00	0	.00
900.940	Machinery & Equipment	93,000.00	.00	93,000.00	.00	.00	.00	93,000.00	0	.00
	900 - Totals	\$903,000.00	\$0.00	\$903,000.00	\$0.00	\$0.00	\$0.00	\$903,000.00	0%	\$0.00
	Function E0399 - Excess Carryover Totals	\$903,000.00	\$0.00	\$903,000.00	\$0.00	\$0.00	\$0.00	\$903,000.00	0%	\$0.00
	Department 343 - Aging Capital Reserve Totals	\$903,000.00	\$0.00	\$903,000.00	\$0.00	\$0.00	\$0.00	\$903,000.00	0%	\$0.00
	EXPENSE TOTALS	\$903,000.00	\$0.00	\$903,000.00	\$0.00	\$0.00	\$0.00	\$903,000.00	0%	\$0.00
	Fund 4025 - Aging Capital Reserve Totals									
	REVENUE TOTALS	2,000.00	.00	2,000.00	.00	.00	758.06	1,241.94	38%	28,864.11
	EXPENSE TOTALS	903,000.00	.00	903,000.00	.00	.00	.00	903,000.00	0%	.00
	Fund 4025 - Aging Capital Reserve Totals	(\$901,000.00)	\$0.00	(\$901,000.00)	\$0.00	\$0.00	\$758.06	(\$901,758.06)		\$28,864.11
	Grand Totals									
	REVENUE TOTALS	715,922.00	235,008.00	950,930.00	184,816.56	.00	823,293.44	127,636.56	87%	847,003.56
	EXPENSE TOTALS	1,795,493.00	235,008.00	2,030,501.00	36,949.65	8,071.20	485,177.69	1,537,252.11	24%	650,673.97
	Grand Totals	(\$1,079,571.00)	\$0.00	(\$1,079,571.00)	\$147,866.91	(\$8,071.20)	\$338,115.75	(\$1,409,615.55)		\$196,329.59



#### CASCADE COUNTY COMMISSION MEETING 325 2<sup>nd</sup> Avenue North, Great Falls, MT Commission Chambers, Room 105 or via Zoom Webinar December 14, 2021 - 9:30 a.m.



The Board of Cascade County Commissioners will be broadcasting the Commission Meeting via Zoom.

Webinar participants must register in advance for the Commission Meeting:

https://us02web.zoom.us/webinar/register/WN xptdLPulTpKrmACFI0odYw

After registering, you will receive a confirmation email containing information about joining the webinar.

If you need dial in access: 888 788 0099 (Toll Free) or 877 853 5247 (Toll Free) Webinar ID: 875 1483 2631 Password: 868953

Agenda Topics:

Call to Order:

Chairman Briggs

Pledge of Allegiance:

Please note the Agenda order is tentative and subject to change by the Board without prior notice.

Therefore, members of the public are encouraged to be in attendance at the time the meeting is scheduled to begin.

Public comment during public participation is limited to a maximum seven minutes.

Read Weekly Calendar and Report of Approved Purchase Orders and Accounts Payable Warrants.

Consent Agenda: The Consent Agenda is made up of routine day-to-day items that require Commission action.

Any Commissioner may pull items from the Consent agenda for separate discussion/vote.

(A) Approval of Minutes and Minute Entries: November 10, 2021 \* November 16, 2021 \* November 17, 2021 \* November 23, 2021

#### Consent Agenda

#### Aging Senior Advisory Council Appointments

<b>Applicants</b>		Category	Term Expiration
Nancy Bullis		Experienced Community Leader	April 30, 2025
Sandra Clark	(Requesting Re-appointment)	Foster Grandparent	April 30, 2024
Julie Demarias	(Requesting Re-appointment)	Caregiver/Guardian	April 30, 2024
Daniel J. McDonald	(Requesting Re-appointment)	Community Member	April 30, 2024
Bob Myers	(Requesting Re-appointment)	Experienced Community Leader	April 30, 2024

### Tri-County Water District Board Appointment

Dennis Laubach

#### Vacancy 1

Term Expiration
November 30, 2027

**Resolution 21-68:** Budget Appropriation within Aging Services for Federal ARPA funds for the Older American Act Programs. Total Amount: \$455,849. (Ref: Contract 21-174)

Resolution 21-69: Budget Appropriation within in Fund #2918 increasing expenditures due to the 2021 Marijuana K9 Replacement program award. Total Amount: \$10,000. (Ref: Contract 21-165, R0420068)

**Resolution 21-70:** Budget Appropriation within the Alcohol Rehabilitation Fund 2800 due to an unanticipated increase in the State FY2022 payments. Total Amount: \$34,725.

**Resolution 21-77:** Accepting the Bequest of Wilbert Graf to Area VIII Agency on Aging for the Meals on Wheels program and authorizing the Commission Chair to complete all necessary paperwork to receive the bequest.

<u>Contract 21-181</u>: The Hampton-Collins Memorial Foundation has given a donation to Cascade County Aging Services to be divided between Meals on Wheels and the Home Attendant Programs. Total Amount: \$20,000.

Contract 21-182: Amendment # 2 to MT DPHHS Services Agreement 22-221-13008-0 Older Americans Act Programs. This contract is being reduced by a net of \$19,841. Effective: December 1, 2021 - June 30, 2022. (Ref: Contract 21-174)

**Resolution 21-75:** Budget Appropriation within the Older Americans Act Program due funding errors made by the State during the FY2022 transition. Total Decrease: \$19,841. (Ref: Contract 21-182)

**PAYMENT DATE** 03/16/2022

(406) 454-6853 Matthew (406) 454-6854 Jeff **COLLECTION STATION** TRACCT 1

BATCH NO. 2022-00000336 RECEIPT NO. 2022-00001932 CASHIER **TRS-Jeffry Nation** 

RECEIVED FROM Aging Services **DESCRIPTION** 

031622 Aging Services - Edward Jones Donation

TRANSACTION AMOUNT RECEIPT DESCRIPTION PAYMENT CODE \$108,890.01 **DN04-Donations** Nutrition (386)-Donations **Edward Jones** 2983 101.000 Cash \$108,890.01 2983-386 36.5000 Donations \$108,890.01 Payments: Amount Detail Type \$108,890.01 Check \$108,890.01 **Total Amount:** 

CASCADE COUNTY TREASURER'S OFFICE

**Customer Copy**